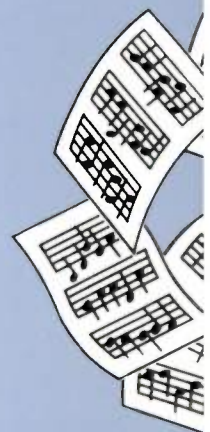


The image features the ASCAP logo, which consists of the letters 'a', 's', 'c', 'a', and 'p' in a stylized, lowercase, sans-serif font. The logo is repeated multiple times, arranged in a triangular pattern that tapers towards the bottom. The text is white and set against a solid black background. The overall effect is a dense, rhythmic visual element.

American Society of Composers, Authors & Publishers



The Facts





ASCAP—The Sound As Far As The Ear Can Hear

American music has always been one of our best ambassadors. Wherever you go, anywhere in the world, you hear American music. And the music you hear belongs to so many of our ASCAP members who form the basis of our great repertory.

Needless to say, as a long-time composer member of ASCAP, I am proud of the huge range of talent that makes up our Society and the role it plays in ensuring that musical creativity continues to flourish.

Our prime objective is to license the public performance of our members' compositions in the wide range of music vehicles that exist in the 90's, and to make certain that members are properly compensated for the use of their works here in the United States and abroad. Although this has never been an easy job, it has become even more demanding and complex in today's world of ever-expanding technologies.

And while we work toward meeting these objectives, we must also be on the alert for any attempts to erode the

rights of creators. Assaults on intellectual property have plagued us from the very beginning of our history, and we must continue to turn our energies toward protecting our copyrights and the future of American music.

The pages that follow contain the basic facts about ASCAP: what the Society is—how it serves its members and licensees. Whether you are a music creator, a music user or a music lover—you can take pride in the music of America. And we at ASCAP take pride in the part we play in making American music the sound heard 'round the world.

Morton Gould,
President





The Organization

ASCAP IS

The American Society of Composers, Authors and Publishers, founded in New York in 1914 and the oldest performing right licensing organization in the U.S.A.

- A membership association which distributes to its members all income —after deducting operating costs and amounts due foreign societies.
- An organization of composers, lyricists and music publishers. The word “authors” in our name means lyricists.
- The only U.S. performing right organization owned and run by its writer and publisher members. All members have the opportunity to raise questions and express their views at three meetings each year, in New York, Los Angeles and Nashville, respectively.
- The only U.S. performing right organization whose Board of Directors is elected by writers and publishers, and the only one whose Board consists of composers, lyricists and music publishers. The ASCAP Board has 12 writer directors elected by the writer members, and 12 publisher directors elected by the publisher members. ASCAP’s officers

are elected by the Board, which meets once a month to plan, review, and set new policies. All officers (except Counsel) are Board members. Six of the Board members (three writers and three publishers) are from the “standard” field, that is, writers and publishers of symphonic and concert works.

ASCAP was founded

- So that creators of music would be paid for the public performances of their works, and users (licensees) could comply with the Federal Copyright Law.

ASCAP licenses

- The non-exclusive right to perform publicly all copyrighted musical works of its members. ASCAP was created to establish a simple, practical and economical licensing system.
- The ASCAP license gives the right to use any and all of the works of any and all of our members (plus members of affiliated foreign societies) as often as the license holder wants.
- Just as a copyright owner would find it impossibly difficult and expen-

sive to locate and license every user, it would be just as difficult and costly for a bulk user to search out thousands of copyright owners across the country and negotiate separate licenses for each of the many works performed. Thus, ASCAP is an immensely useful service organization for music creators and users.

ASCAP does

- License all kinds of music. [Our members contribute to the whole spectrum of American music.] We license the right of non-dramatic performance in public of the many copyrighted musical works of our thousands of members. We do so under the United States Copyright

Law. Under that law, public performances of copyrighted musical compositions without permission are unlawful unless exempted.

- Collect license fees from music users on behalf of the ASCAP membership. Licensing non-dramatic performing rights in music is our only function.

- Distribute all income above operating costs to members. Performance royalty checks go out six times a year. Four of these distributions cover performances in the U.S.A., and two reflect foreign performances.

ASCAP does not

- License "dramatic" rights, sometimes called "grand" rights. ASCAP members who write Broadway—or off-Broadway—musicals, opera or ballet scores deal directly with producers for the right to perform their works "dramatically." ASCAP's license does authorize non-dramatic performances of songs from dramatic productions.

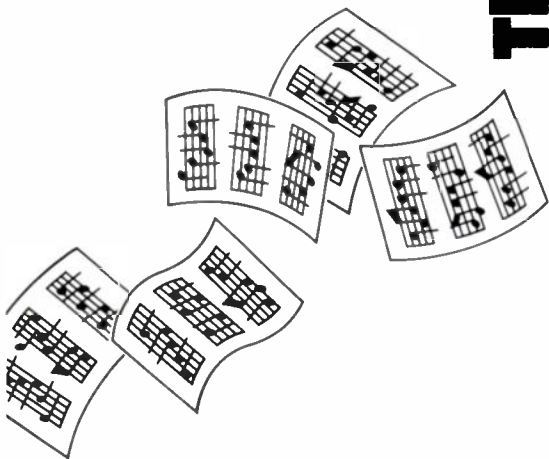
- Publish music or books; produce records or tapes; promote the songs of any writer; place songs with a publisher; provide legal advice on contracts. We are not a union, nor an organization of performers, although many members are performers.



Leonard Bernstein (above);
Bruce Springsteen



The Members



We Are

● Currently the home for approximately 45,000 writers and publishers.

How To Join Us

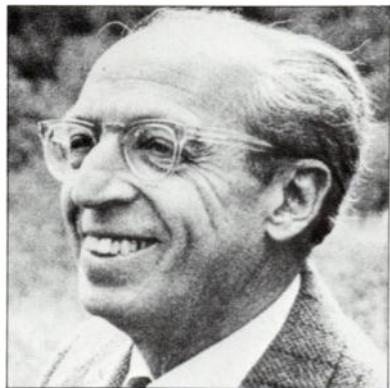
● To become a writer member, you need either a commercially recorded musical composition, or a musical composition for which sheet music has been made available for sale in a regular commercial edition; or a musical work available on rental; or a musical composition performed in media licensed by ASCAP.

● To become a publisher member, you need to be regularly engaged in the music publishing business or have works which are regularly performed by the Society's licensees. A publisher applicant who meets the same requirements as set out for writers would be eligible for publisher membership.

● To join, send proof of your eligibility (e.g., copy of a record or sheet music) along with a signed application for membership, to the ASCAP Membership Department, ASCAP Building, One Lincoln Plaza, New York, New York 10023, or to one of our regional membership offices in Los Angeles (6430 Sunset Boulevard, Hollywood, California 90028), Nashville (66 Music Square West, Nashville, Tennessee 37203), London (52 Haymarket, Suites 10 & 11, London, SW1Y 4RP, England), or Puerto Rico (Office 505, 1st Federal Savings Condominium, 1519 Ponce de Leon Avenue, Santurce, Puerto Rico 00909).



Stevie Wonder



Aaron Copland



Bob Dylan



Ira & George Gershwin



Bobby Brown



Wynton Marsalis



Richard Rodgers



Oscar Hammerstein II

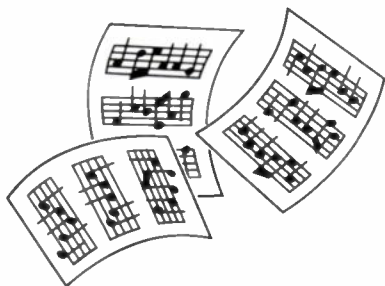


Amy Grant



Mike Stoller & Jerry Leiber

The Members



● If you do not yet meet the requirements for full writer membership, you may become an associate writer member if you have had at least one work written and registered with the Copyright Office. A copy of your Certificate of Registration should be submitted with your application for membership. An associate member will be elected to full membership as soon as he or she meets one of the requirements for full membership described above. However, if the requirements for full membership are not met within three years, associate membership will be terminated.

● You are not eligible for membership on the basis of a work you paid to have recorded or published. You should be wary of businesses that offer such services. ASCAP's rules prohibit members from using the ASCAP seal, or referring to their ASCAP membership, in connection with solicitation of money from writers for revising, adapting, publishing or exploiting their works.



Quincy Jones



Hal David



Debbie Gibson



Bon Jovi



Randy Travis



New Kids on the Block



Living Colour



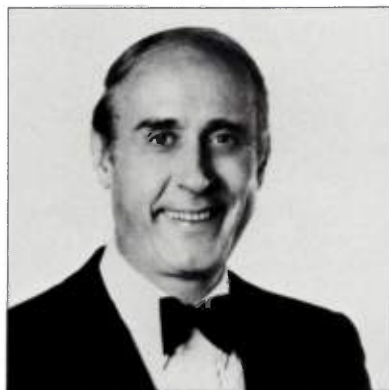
Richard Marx



Tom Petty



Rubén Blades



Henry Mancini



Prince



Reba McEntire

The Members



Jimmy Jam & Terry Lewis



Cole Porter

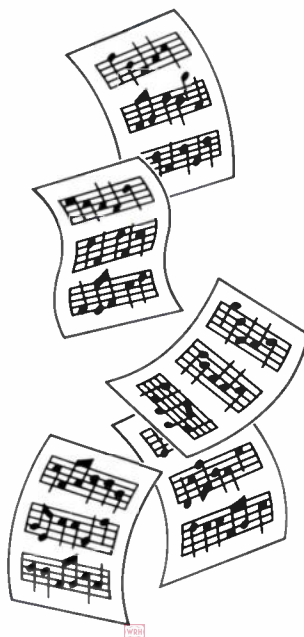


Diane Warren

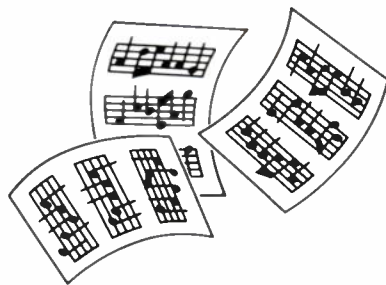
- It does not cost anything to join ASCAP. There is no initiation fee. Annual dues are only \$10 for writers and \$50 for publishers.
- New members are always welcome.

What We Do For Our Members

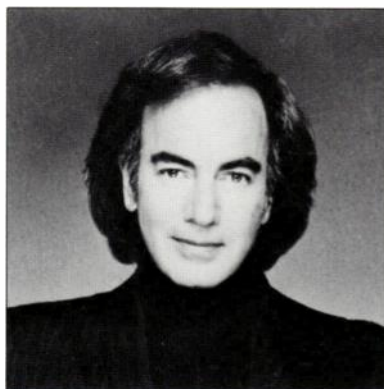
- Protect our thousands of composers, lyricists and publishers against unauthorized public performances by unlicensed users.
- Track performances of members' works through a sample survey system designed and supervised by independent experts.
- Collect fees and distribute royalties for public performances in the United States and abroad.
- Offer workshops, scholarships and awards to encourage new writers and reward excellence.



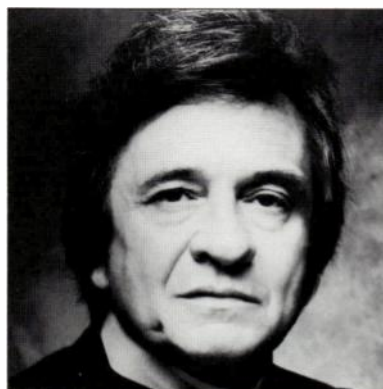
- Hold periodic membership meetings.
- Make available literature on the Society and general aspects of the music business.
- Treat all similarly-situated members alike. The newest member is treated on a par with the most established member when the songs of both are used in the same way on the same program.
- Continue membership after death. A surviving spouse, children, and/or their estates are eligible to receive royalties from ASCAP—just like living members—until the copyrights expire. The survivors or estate of a deceased writer who was not a member may apply for membership.
- Work to protect music creators in the courts and in Congress against attacks on their copyrights.



Irving Berlin



Neil Diamond



Johnny Cash



Marvin Hamlisch



Dizzy Gillespie



Madonna



Johnny Mercer

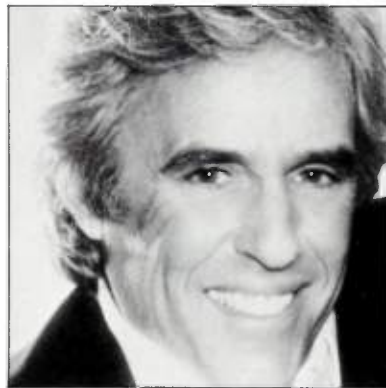
The Members



Rod Stewart



Tracy Chapman



Burt Bacharach



Smokey Robinson



George Michael



Don Henley



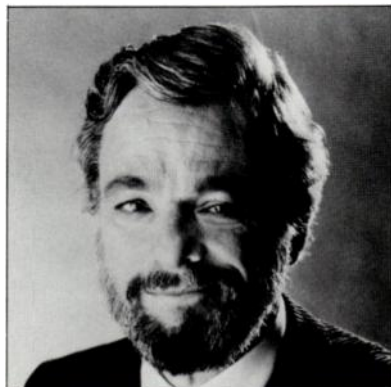
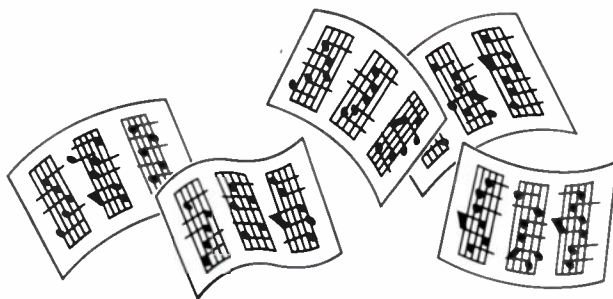
George Strait



Philip Glass



David Byrne



Stephen Sondheim



Duke Ellington



Aerosmith

What You Can Do For Yourself

- Attend membership meetings in your area to keep informed of the Society's activities.
- Read all ASCAP mailings and literature. They address matters that affect you directly.
- Vote for the election of the Society's Board of Directors and Board of Review. They represent you and your music.
- Keep us updated on your activities and see to it that a current biography and photo are sent to the ASCAP Public Relations Department, One Lincoln Plaza, New York, New York 10023.
- Notify our Index Department (if you're a publisher) of your latest recordings and copyrighted works (title, writers, publisher) so they can be properly catalogued. Writers should index works only if they are without a publisher.
- If you move to a new address, notify the Society in writing immediately of the change in order to continue to receive your royalty statements, checks and other mailings.
- Respond to ASCAP's requests to contact your Senators and Congressmen regarding legislation that affects your copyrights. ASCAP will keep you informed on these issues.

The Licensees



- Any user who performs copyrighted musical works in public, and whose performances are not specifically exempt under the Law, needs a license from ASCAP or from the members whose works the user wishes to perform.

- ASCAP's customers or licensees include the three major television networks; local television and cable TV; radio stations; public broadcasters; colleges and universities; taverns and restaurants; Muzak; private clubs; hotels; concert halls and concert presenters; dance schools; shopping centers; airlines; etc.

- ASCAP negotiates its fees with users who are often represented by national associations, such as the American Hotel and Motel Association, and the National Association of Broadcasters.

- The fees are non-discriminatory between users who are similarly situated, and any user who considers the fee quoted unreasonable may ask a Federal Judge in New York to determine a reasonable fee.

- The fees vary widely among the different kinds of users. For example, a local radio station will pay a lower fee than a television network. A neighborhood tavern pays a lot less than a Las Vegas hotel. Complete information on the fee schedule is readily available from any ASCAP licensing office, and from the main office in New York City at Lincoln Center.

- A user who performs works in the ASCAP repertory in public may obtain a license for specific works directly from the members who wrote and published these works. Music users who perform a lot of music prefer ASCAP blanket licenses because they are economical and efficient.

- Under the blanket license, users pay only a single license fee to ASCAP for their right to use any and all of the members' musical works. They do not account separately or pay for each work performed.

The Money



Collection Of Fees

● ASCAP's collection of license fees is divided into two operations: broadcast licensing and general licensing. The general licensing division collects fees from all licensees other than broadcasters.

Distribution Of Royalties

● After ASCAP's operating costs are paid, and amounts are set aside for foreign societies, half of the remainder goes to the writer members and the other half to the publisher members. Each group has its own distribution formula.

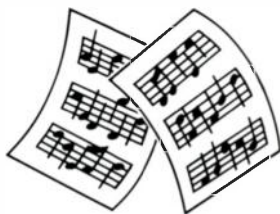
● The key factor in both royalty distribution systems is the number and kind of performances logged in ASCAP's surveys of performances. These are scientifically designed surveys of performances on AM and FM radio, local and network television, public broadcasting, cable TV, airlines, Muzak (and similar background music services), and live performances in symphony and concert halls, colleges and universities, the Disney Ice Shows and Ringling Brothers Circuses. The surveys have been designed by top independent experts—economists and statisticians—and their operation reviewed and evaluated regularly by those experts and by Court-appointed advisors who report twice a year to a Federal Judge. The reports of the advisors are sent to ASCAP's entire member-

ship. Under this objective system for crediting members, there are no "special deals."

● While all members are equal, all performances are not equal. Performances are weighted—a "feature" performance earns more than a "theme" or "background" performance, for example, and performances of symphonies, chamber works and the like receive additional credits.

Foreign Performances

● There are societies similar to ASCAP in many countries, and ASCAP cooperates with them in a variety of ways. ASCAP licenses and collects for performances in this country for works written by members of dozens of foreign societies, and they license and collect for performances of our members' works in their territories.



The Awards & Workshops

WRITERS/PUBLISHERS

Standard and Popular Awards

Awarded each year in addition to royalties to writer members of ASCAP whose works have unique prestige value for which adequate compensation would not otherwise be received, or whose works are performed substantially in media not surveyed by the Society.

Rudolph Nissim Competition

Annual ASCAP Foundation competition for the best concert work for large ensemble requiring a conductor (unperformed professionally). The program is made possible by a contribution from the late Director of ASCAP's Serious Music and Foreign Departments. Eligibility is limited to ASCAP writer members and the winning work is selected by a panel of distinguished conductors. ASCAP may make supplementary funds available for proper rehearsal preparation to the ensemble that performs the premiere.

Grants to Young Composers

To encourage composers under 30, the ASCAP Foundation awards grants every year from the memorial fund of Jack and Amy Norworth. Jack Norworth wrote the standards *Shine on Harvest Moon* and *Take Me Out to the Ballgame*. Members and non-members are eligible.

ASCAP Foundation Commission Program

Each year this ASCAP Foundation program supports the commissioning of three works by emerging composers to be premiered at a concert honoring an outstanding ASCAP music creator. Performed alongside of the works of the honoree, the commissioned works are showcased for critics, colleagues and the general public. Honorees have included Harold Arlen, Leonard Bernstein, Aaron Copland, Duke Ellington and ASCAP's founders. An independent music organization is selected annually to administer the program.

ASCAP/Richard Rodgers Award

Established by Mrs. Richard Rodgers and the ASCAP Foundation, this award is presented to veteran composers and lyricists of the American musical theater in recognition of their contributions to that art form. Recipients to date have been: Harold Arlen, Irving Caesar, Howard Dietz, Edward Eliscu, Jay Gorney, Harold Rome, Arthur Schwartz, and Jule Styne.

Film and Television Awards

Presented to ASCAP writers and publishers for their achievements in these media.

Country Music Awards

Honor the writers and publishers of the most performed country songs each year.

Pop Music Awards

Honor the writers and publishers of the most performed pop songs each year.

Black Music Celebration

Honors the writers and publishers of the ASCAP songs reaching the Top Ten of the Black Music charts each year.

Workshops

The ASCAP Foundation sponsors an ongoing series of songwriter workshops in New York, Los Angeles and Nashville spanning all genres of music. They include theater, jazz, pop, rhythm and blues, country, film, and symphonic. Each workshop features prominent industry guest panelists who field questions and critique participants' material. All ASCAP workshops are free of charge and open to both members and non-members.

PIED PIPER AWARD

Given to those performers whose contributions to the music industry have been of an outstanding and unique nature. Recipients have been Fred Astaire, Duke Ellington, Ella Fitzgerald, Erroll Garner, Bob Hope, Lena Horne, Gene Kelly, Ethel Merman, Frank Sinatra, Barbra Streisand, Ed Sullivan, and Lawrence Welk.

STUDENTS

ASCAP/Boosey & Hawkes Young Composer Award

This annual award honoring Aaron Copland is funded by the ASCAP

Foundation and Boosey & Hawkes, Inc., publisher of Copland's music. The award is presented to a graduating LaGuardia High School (NYC) senior selected for excellence in composition by the school's music faculty.

Max Dreyfus Scholarship

Endowed by the Max and Victoria Dreyfus Foundation and administered by the ASCAP Foundation. The scholarship, awarded annually to a deserving college student in music, honors Max Dreyfus, a 50-year publisher member of ASCAP's Board of Directors.

Raymond Hubbell Scholarships

Annual scholarships to universities for music students. Established in honor of the ASCAP charter member and composer.

Gershwin Scholarships

An annual scholarship in honor of George and Ira Gershwin is presented to a student of words or music at City College of New York, Ira Gershwin's alma mater. It is funded by the ASCAP Foundation, the Jean and Louis Dreyfus Foundation, Chappell Music Company, and City College of New York. In addition, an ASCAP Foundation/Ira Gershwin Award is presented annually to a student of music at LaGuardia High School.

Michael Masser Scholarship

This award honoring Whitney Houston is presented each year to a

student at the Fiorello H. LaGuardia High School, for promise of excellence in music. The scholarship is funded by the Michael Masser Children's Fund. Masser, an ASCAP member, co-wrote Whitney Houston's "The Greatest Love of All," "Didn't We Almost Have It All," and "Saving All My Love for You."

LAW STUDENTS

Nathan Burkan Memorial Competition

Awards created in 1938 to honor the Society's first General Counsel and given to law students for outstanding essays on copyright law.

ORCHESTRA AND CHAMBER ENSEMBLE AWARDS

Annual cash awards for "adventure-some programming of contemporary music," to symphony orchestras (administered by the American Symphony Orchestra League), and to chamber music ensembles (administered by Chamber Music America).

JOURNALISTS, SCHOLARS & BROADCASTERS

Dooms Taylor Awards

Annual prizes for excellence in non-fiction journalism, books or radio and television broadcasts about music. The awards are presented in honor of the late composer, critic, commentator and ASCAP President.

The Literature



Fine Tuning for Fairness*

Step-by-step story of how ASCAP turns performances into dollars.

The ASCAP Survey and Your Royalties*

Description of the components of ASCAP's survey system—the basis for the distribution of license fees to the Society's members.

List of Members*

Alphabetical listing of writer and publisher members.

ASCAP's Diamond Jubilee*

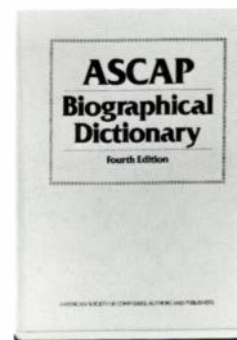
Reprint of the 1989 *Billboard* Magazine supplement saluting ASCAP on its 75th anniversary—contains numerous photos and historic information on ASCAP, its members, and its role in the music industry and American culture.

The ASCAP License: It Works for You*

Information for music users about the U.S. Copyright Law, the performance right, music licensing and ASCAP.

ASCAP in Action*

Periodic magazine that reflects the activities of the Society, its members, and the trends in music.



ASCAP Biographical Dictionary

Career profiles and prominent works of over 8,000 writer members. \$41.95 plus tax. Special discount for ASCAP members.

For information on ASCAP awards, workshops or literature, contact ASCAP Public Relations, One Lincoln Plaza, New York, New York 10023 (212) 595-3050.

*Publications free of charge.



The Membership Offices

Our main office is located in New York City just across from Lincoln Center. We also have membership offices in Los Angeles, Nashville, and Puerto Rico and 25 branch offices around the country. ASCAP's London office represents the Society in the United Kingdom.

ASCAP'S HEADQUARTERS

New York

ASCAP
1 Lincoln Plaza
New York, New York 10023
(212) 595-3050

MEMBERSHIP OFFICES

Los Angeles

ASCAP
6430 Sunset Blvd.
Hollywood, California 90028
(213) 466-7681

Nashville

ASCAP
66 Music Square West
Nashville, Tennessee 37203
(615) 320-1211

Puerto Rico

ASCAP
Office 505
First Federal Savings Condominium
1519 Ponce de Leon Avenue
Santurce, Puerto Rico 00909
(809) 725-1688

London

ASCAP
52 Haymarket, Suites 10 & 11
London, SW1Y 4RP, England
011-44-1-930-1121

The District Offices

Arizona

Camelback Executive Park
Suite B-265
6991 E. Camelback Road
Scottsdale, Arizona 85251
(602) 947-7566

California

27001 La Paz Road
Suite 418
Mission Viejo, California 92691
(714) 586-1632

1400 Fashion Island Blvd.
Room 311
San Mateo, California 94404
(415) 574-6023

21550 Oxnard St.
Suite 590
Woodland Hills, California 91367
(818) 710-7722

Colorado

3033 South Parker Road
Suite 606
Aurora, Colorado 80014
(303) 695-6754

Florida

1815 Griffin Road
Suite 401
Dania, Florida 33004
(305) 920-1991

280 Wekiva Springs Road
Suite 102
Longwood, FL 32779
(407) 682-2323



Georgia

100 Cumberland Circle
Suite 1220
Atlanta, Georgia 30339
(404) 916-0200

Illinois

999 East Touhy
Suite 170
Des Plaines, Illinois 60018
(708) 827-6810

Louisiana

10001 Lake Forest Blvd.
Suite 817
New Orleans, LA 70127
(504) 246-4535

Maryland

Overlook Center
Suite 303
5457 Twin Knolls Road
Columbia, Maryland 21045
(301) 964-0444—Baltimore
(301) 621-4737—Washington

Massachusetts

Ten Speen Street
Framingham, Massachusetts 01701
(617) 875-3515

Michigan

43800 Garfield
Suite 201
Mt. Clemens, Michigan 48044
(313) 263-8150

Minnesota

Two Appletree Square
Suite 226
Bloomington, MN 55425
(612) 854-0763

Missouri

Woodlands Plaza I
11720 Borman Drive
Suite 224
St. Louis, Missouri 63146
(314) 997-5040

New York

11 Century Hill Drive
Suite 206
Latham, New York 12110
(518) 786-3596

2700 Westchester Ave.
Suite 317
Purchase, New York 10577
(914) 251-1480
(212) 688-5111

Ohio

35550 Curtis Blvd.
Eastlake, Ohio 44094
(216) 946-8828

Pennsylvania

Campus Center
Suite 215
120 Gibraltar Road
Horsham, Pennsylvania 19044
(215) 443-7900

9380 McKnight Road
Suite 106A
Pittsburgh, Pennsylvania 15237
(412) 366-2345

Tennessee

United Artists Towers
50 Music Square West
Suite 700
Nashville, TN 37203
(615) 327-1531

Texas

15851 North Dallas Parkway
Suite 1005
Dallas, Texas 75248
(214) 980-6762

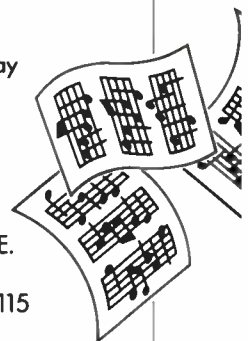
8303 Southwest Freeway
Suite 510
Houston, Texas 77074
(713) 270-0506

Washington

9750 Third Avenue, N.E.
Suite 407
Seattle, Washington 98115
(206) 526-1815

Puerto Rico

Office 505
First Federal Savings Condominium
1519 Ponce de Leon Avenue
Santurce, Puerto Rico 00909
(809) 725-1688



The Foreign Societies

Sociedad Argentina de Autores y Compositores de Musica (SADAIC)

Buenos Aires, Argentina

Australasian Performing Right Association, Ltd. (APRA)

Sydney, Australia

Staatlich Genehmigte Gesellschaft der Autoren, Komponisten und Musikverleger (AKM)

Vienna, Austria

Societe Belge des Auteurs, Compositeurs et Editeurs (SABAM)

Brussels, Belgium

Sociedad Boliviana de Autores y Compositores de Musica (SOBODAYCOM)

La Paz, Bolivia

Sociedade Independente de Compositores e Autores Musicais (SICAM)

Sao Paulo, Brazil

ASCAP— The Sound As Far As The Ear Can Hear

Ochranny Svaz Autorsky (OSA)

Prague, Czechoslovakia

Slovensky Ochranny Zvaz Autorsky (SOZA)

Bratislava, Czechoslovakia

KODA

Copenhagen, Denmark

The Performing Right Society, Ltd. (PRS)

London, England

Saveltajain Tekijanoikeustoimisto (TEOSTO)

Helsinki, Finland

Societe des Auteurs, Compositeurs et Editeurs de Musique (SACEM)

Paris, France

Gesellschaft für Musikalische Aufführungs- und Mechanische Vervielfältigungsrechte (GEMA)

Berlin and Munich,
Federal Republic of Germany

Anstalt zur Wahrung der Aufführungsrechte auf dem Gebiete der Musik (AWA)

Berlin, German Democratic Republic

Societe Hellenique pour la Protection de la Propriete Intellectuelle (AEPI)

Athens, Greece

Vereniging BUMA

Amstelveen, Holland

Composers and Authors Society of Hong Kong Ltd. (CASH)

Hong Kong

Bureau Hongrois pour la Protection des Droits d'Auteur (ARTISJUS)

Budapest, Hungary

Samband Tonskalds og Eigenda Flutningsrettar (STEF)

Reykjavik, Iceland

The Indian Performing Right Society, Ltd. (IPRS)

Bombay, India



Agence pour la Protection des Droits d'Auteur (JUSAUTOR)

Sofia, Bulgaria

Society of Composers, Authors and Music Publishers of Canada (SOCAN)

Don Mills (Toronto), Canada

Sociedad Chilena del Derecho de Autor (SCD)

Santiago, Chile

**Societe d'Auteurs, Compositeurs et
Editeurs de Musique en Israel
(ACUM)**

Tel Aviv, Israel

**Societa Italiana degli Autori ed
Editori (SIAE)**

Rome, Italy

**Japanese Society for Rights of
Authors, Composers and
Publishers (JASRAC)**

Tokyo, Japan

**Sociedad de Autores y
Compositores de Musica (SACM)**

Mexico, D.F.

**Norsk Komponistforenings
Internasjonale Musikkbyra (TONO)**

Oslo, Norway

**Autores Paraguayos Asociados
(APA)**

Asuncion, Paraguay

**Asociacion Peruana de Autores y
Compositores (APDAYC)**

Lima, Peru

**Sociedad Peruana de Autores y
Compositores (SPAC)**

Lima, Peru

**Filipino Society of Composers,
Authors and Publishers (FILSCAP)**

Manila, Philippines

Stowarzyszenie Autorow (ZAIKS)

Warsaw, Poland

**Sociedade Portuguesa de Autores
(SPA)**

Lisbon, Portugal

**Southern African Music Rights
Organisation Limited (SAMRO)**

Johannesburg, South Africa

**Sociedad General de Autores de
España (SGAE)**

Madrid, Spain

**Svenska Tonsattares
Internationella Musikbyra (STIM)**

Stockholm, Sweden

**Societe Suisse pour les Droits des
Auteurs d'Oeuvres Musicales
(SUISA)**

Zurich, Switzerland

**Copyright Holder's Association of
the Republic of China (CHA)**

Taipei, Taiwan

**Vsesojuznoje Agentstvo po
Avtorskim Pravam (VAAP)**

Moscow, U.S.S.R.

**Asociacion General de Autores del
Uruguay (AGADU)**

Montevideo, Uruguay

**Sociedad de Autores y
Compositores de Venezuela
(SACVEN)**

Caracas, Venezuela

**Savez Organizacija Kompozitora
Jugoslavije (SOKOJ)**

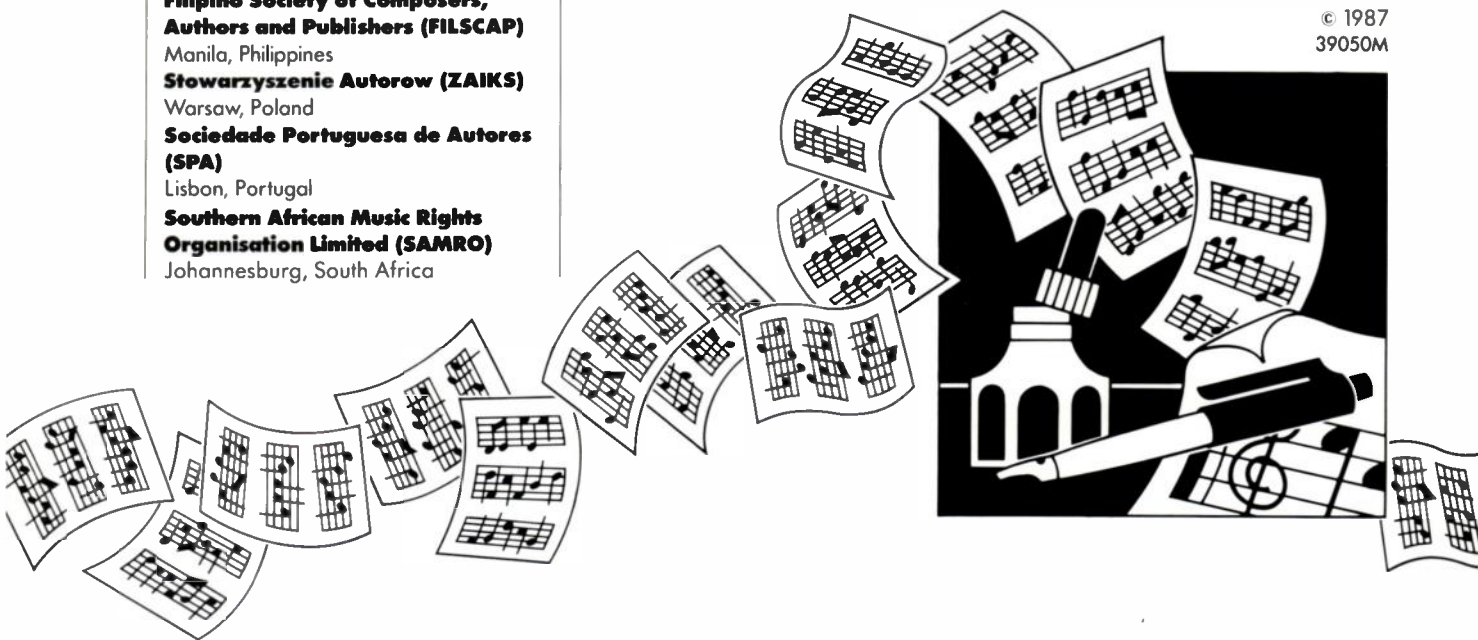
Belgrade, Yugoslavia

Design: Christina de Lancie

Illustrations: Rita Grasso

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39050M





American Society of Composers, Authors & Publishers



One Lincoln Plaza, New York, New York 10023



ASCAP Building, One Lincoln Plaza, New York, N.Y. 10023 Area Code (212) 595-3050

Dear Writer Applicant:

Enclosed is an application for writer membership in ASCAP. (PLEASE READ THE FOLLOWING PARAGRAPHS BEFORE FILLING OUT THE APPLICATION.)

Composers and Authors (lyricists) may join ASCAP as either ASSOCIATE or FULL members. The requirements for each category of membership are explained below.

FULL membership in ASCAP is available to any composer or author who has had at least one original work commercially recorded, printed as sheet music which is available for sale in commercial outlets, available as a score or rental, or performed in ASCAP licensed media (e.g., a local radio station or nightclub). As a FULL member, you will receive royalties for performances of your compositions included in the ASCAP sample survey. If your works do appear in the survey during any survey year, you will also have the right to vote in ASCAP's elections in the succeeding year and thereby participate in the governing of the Society. As a FULL member you will receive distributions on a Current Performance basis for three full survey years after which you will have an option to switch to the "Four Funds" basis for receiving distributions.

Dues for FULL members are \$10.00 per year. (PLEASE DO NOT SEND YOUR DUES PAYMENT NOW.) Membership dues will be deducted automatically from your earnings. Should your earnings not cover the membership dues, you will be billed accordingly.

If you are the composer or author of a copyrighted musical composition which has not been commercially recorded or published, you may join the Society as an ASSOCIATE member; you will not pay membership dues and, of course, will not have voting rights. Your status will be changed from ASSOCIATE to FULL membership as soon as you have had a composition commercially published or recorded or have had a performance in media licensed by the Society. If you do not meet the requirements for FULL membership three years after you have been elected to Associate Membership your membership will be terminated automatically. If you subsequently qualify for FULL membership you may then re-apply for such membership, but not for ASSOCIATE membership.

In completing the application, please indicate whether you are applying for ASSOCIATE or FULL membership. In order to help you fill in the other blanks at the top of the form, please note that the STANDARD category refers to composers and authors of works performed in symphony and concert halls and educational institutions, and to composers of sacred music; the POPULAR PRODUCTION category includes all other kinds of music (e.g., pop, country, jazz, gospel, etc.) and "production" music (i.e., music written for films or for stage productions). Please indicate if you are a composer, author (lyricist) or both.

Please print your full name in the space provided at #1 on the application and sign the application with your full name. Both your name and business address (if any) should be provided in #3 and please do not forget to check which address you wish to have your mail sent. (YOU SHOULD NOTIFY THE SOCIETY IMMEDIATELY IN WRITING OF ANY CHANGE OF ADDRESS.) Please indicate in the space provided on the application if you are currently a publisher member of the Society.

(please turn over)

Please list all of your published works (title, author and composer, publisher and year published) in the space provided on the application (List of Works).

BOTH copies of the enclosed Membership Agreements should be signed where it says "Owner", using the same signature as on the application. THIS WILL BE THE NAME UNDER WHICH YOU WILL BE ELECTED TO MEMBERSHIP. Please be sure to return BOTH copies of the Membership Agreement.

If you are applying for FULL Membership the completed forms along with a commercial recording, or a sales or rental copy of one of the compositions listed on your application should be returned to the Membership Department. If your application for Membership is based on a performance of a composition in media licensed by the Society, please indicate, giving particulars such as time, date, city, place of performance (e.g., radio station call letters or nightclub name) title of program, title of composition. Proof of performance indicating information listed above should be submitted on letter-head of the licensee.

If your composition is available in rental form only, a copy of the orchestration, score, or similar document (including a publisher's catalogue price list showing the availability of the score for rental) should be submitted with your application. This can be returned to you after your application has been processed.

If you are applying for ASSOCIATE Membership the completed forms, along with proof of copyright of one composition should be returned with BOTH copies of the Membership Agreement, signed where it says "Owner". A copy of the Copyright Office Certificate of Registration is sufficient for this purpose.

Please do NOT send lead sheets or demo tapes.

Enclosed are two different Recording cards: one for albums, one for singles. If the basis for your membership is an album release we need a completed album card; we also need an individual card for each single from the album. These cards should be submitted to the Society in duplicate so that one may be returned to you for your records. If you have any questions on how to fill them out, please do not hesitate to get in touch with the Society.

If your application is in order, it will be presented to the Membership Committee and the Board of Directors and you will be advised of their action.

With best wishes for your success as a writer.

Sincerely yours,

MEMBERSHIP DEPARTMENT

Att.

THE ASCAP SURVEY AND YOUR ROYALTIES

OVERVIEW

ASCAP's survey and distribution system has as its goal the fair and sensible allocation of license fees to the Society's members and the members of foreign societies who license through ASCAP.

ASCAP currently licenses:

- about 800 local commercial television stations
- about 8,000 local commercial radio stations
- three national television networks
- about 300 non-commercial television broadcasters
- about 1,400 non-commercial radio broadcasters
- hundreds of background music services (including airlines)
- about 2,000 colleges and universities
- about 700 symphony orchestras and concert promoters
- tens of thousands of "general" licensees: bars, restaurants, hotels, ice and roller skating rinks, circuses, theme parks, and veterans and fraternal organizations.

We estimate that there are well over one billion ASCAP-licensed performances each year.

Following the collection of ASCAP's revenues, operating costs are deducted and the remainder is distributed. About 80¢ of every dollar we receive is paid out each year.

Revenues from each group of ASCAP licensees are segregated and distribution of royalties is made on the basis of performances by licensees within each group. Thus, local radio revenues are distributed on the basis of local radio performances; local television revenues on the basis of local television performances, and so on. One exception is in the "serious," or "standard," music field. ASCAP multiplies by five the license fees received for live concert performances to increase the fund from which composers and publishers of serious music are paid.

Every performance picked up in ASCAP's survey will generate a certain number of credits, the number varying with the medium in which the performance takes place (e.g., local radio, network television), the type of use (e.g., feature, theme, background, etc.), and the station weight of the station airing the performance. The length of the work does not affect the number of credits earned by the performance except in the case of background music (i.e., music used as underscoring in films and television programs), and performances of "serious" music, where the duration of a performance, and, in the case of live concerts, instrumentation also affect the number of credits a particular performance will generate.

The dollar value of a performance credit is determined by dividing the total number of ASCAP credits being processed into the total number of dollars available for distribution.

The following table illustrates the ASCAP credit values for the most recent 5-year period:

<i>Survey Year</i>	<i>Publisher Credit Value</i>
1987 (4Q86-3Q87)	\$2.78
1986 (4Q85-3Q86)	\$2.36
1985 (4Q84-3Q85)	\$2.36
1984 (4Q83-3Q84)	\$2.08
1983 (4Q82-3Q83)	\$1.95

The ASCAP survey is the product of long experience and reflects the views of independent survey experts as well as the United States Government. Our survey is monitored by two Special Distribution Advisers, whose semi-annual reports to a United States District Court are also sent to the members.

The survey may be divided into two components: those performances counted on a census basis, and those included on a sample basis. We take a census, or full count, of all performances on network television and the Home Box Office (HBO) cable service, and of performances of serious music in concert and symphony halls. Also included on a census basis are certain wired music services and a group of non-broadcast, non-concert licensees. ASCAP can do a complete count of the performances on these licensees because the universe to be sampled is relatively small and performance information relatively simple to process. For all other media, we rely on a sample of performances.

THE CENSUS NETWORK TELEVISION

ASCAP is able to count all network television music performances for the following reasons: there are only three networks; program logs and cue sheets are provided to us by the networks and program producers; and the fees involved are substantial.

In addition to the logs and cue sheets, ASCAP makes audio and video tapes of network television performances to verify the accuracy of information furnished by the networks and program producers.

SYMPHONY AND CONCERT HALLS AND EDUCATIONAL INSTITUTIONS

The census operates here by means of programs submitted to us by symphony orchestras, promoters of serious music concerts, and colleges and universities.

One exception to this census is for those performances in educational institutions where the artist is paid less than \$1,500. These performances are included in the survey on a sample basis.

WIRED MUSIC SERVICES

Customusic, Magnetronics, Seeburg and Tape-Athon are all included on a census basis, using reports submitted to us by these services. The largest user, MUZAK, is sampled, as are airlines.

GENERAL LICENSEES

ASCAP conducts a census of performances on the two units of Disney on Ice, and the two units of the Ringling Brothers' Circus.

THE SAMPLE

ASCAP finds sampling performances necessary because it is not possible, as a practical and economic matter, to count each of the millions of music performances in the United States. Even if ASCAP could obtain data concerning all music performances, the cost of researching and processing that data would be so prohibitive that we would have little, if anything, left to distribute.

ASCAP's sample is *random, stratified, and disproportionate*. A *random* sample is scientific by definition. It is determined solely by mathematical probability and leaves no room for personal discretion. The randomness extends to the time periods of the day, and to the days of the year. Under this system, every performance has a chance of coming into the survey.

Our sample is *stratified* because licensees are classified into groups that have significant common characteristics. This enhances sampling precision. ASCAP's samples are stratified by media (e.g., local radio, local television); by type of community (e.g., metropolitan, rural); by major geographic regions (e.g., New England, Middle Atlantic, Pacific); and by size of the licensee in terms of annual fees to ASCAP (e.g., \$1,000 to \$10,000; \$10,000 to \$20,000 and so on).

Thus, rather than draw a random sample for local radio from the entire United States and Puerto Rico, we draw a random sample simultaneously from each of 432 "stratified cells." In other words, we might sample a radio station in a rural area in the \$5,000 to \$10,000 license fee range. At the same time, we might also be sampling a radio station in the metropolitan Chicago area in the \$300,000 to \$400,000 license fee range. A similar procedure is followed for the random sample of local TV stations.

Our sample is *disproportionate* because the depth of the sample varies with the amount of the fees paid by licensees within each stratified cell. A station which pays ASCAP \$20,000 in license fees is sampled twice as much as a station which pays ASCAP only \$10,000.

The greater the license fees, the greater the sampling depth. All stations that pay \$10,000 or more per year are included in the sample.

LOCAL RADIO

It is estimated that the local radio stations in the United States broadcast an average of 18 hours per day, or some 53 million hours per year. ASCAP samples 60,000 of these hours each year, including both commercial and college/university stations. This amount, considered statistically representative by our independent survey experts, was reviewed by the Bureau of the Census, U.S. Department of Commerce, and approved by the U.S. Department of Justice.

ASCAP obtains its performance information by taping local radio. Our system of identifying works by means of our taping procedures, has less than a 2% margin of error. Moreover, our taping is carried out with absolute confidentiality. Neither the stations, the ASCAP Board, nor ASCAP management have prior knowledge as to which stations are being taped. Because ASCAP relies on tape recordings of broadcasts, it employs a large staff of specialists in music identification to analyze the tapes and prepare lists of all works performed. Feature works which cannot be identified through the usual process are referred to a special group called "solfeggists" who file works alphabetically according to the do-re-mi scale. This enables us to credit these performances when the works are identified subsequently.

The completed list of identified works, along with similar lists from other media, are the basic data used to determine royalty distributions.

LOCAL TELEVISION

There are some 800 local television stations in the United States. Our television sample consists of 30,000 hours of local programming. To determine what works are being performed, we use a combination of cue sheets, tapes and the various regional issues of *TV Guide*—a weekly publication containing comprehensive listings of all TV stations and programs in the country.

PUBLIC BROADCASTING SERVICE

We sample 1,200 hours of Public Television per year and 600 hours of National Public Radio. The procedures followed in conducting these surveys are similar to those followed in commercial broadcasting. Fewer hours are sampled because the fees paid are much lower than those paid by commercial broadcasters.

WIRED MUSIC AND SIMILAR BACKGROUND SERVICES

ASCAP receives about two-thirds of its wired music license fees from licensees utilizing the MUZAK background music service. MUZAK provides us with logs, which are sampled. As indicated above, there are other wired music service performances subjected to a complete count (census).

The airlines provide copies of the program listings in their in-flight magazines.

Sums received from other, unsurveyed, background music licensees are distributed on the basis of feature performances on radio and television.

GENERAL LICENSING

The majority of our general licensees are not surveyed. This is because surveying the tens of thousands of users would cost more than we could possibly collect. Therefore, following the advice of our independent survey experts, and with the exceptions noted above, we use feature performances on radio and TV as "proxies" for the distribution of the monies received from these users. We believe our extensive survey of radio and television performances fairly reflects the many kinds of music performed by our general licensees.

CABLE

When we speak of cable television performances, we must distinguish between re-transmissions of programs and those originated by cable. For cable re-transmissions, a statutory license fee exists. The Copyright Royalty Tribunal determines how that fee is to be allocated among the various claimants (including non-music as well as music copyright proprietors). Cable originations are not subject to the statutory compulsory license, and we expect they will be licensed in a similar manner to the way in which we now license radio and television. To this end, ASCAP has licensed major cable originations on an experimental basis and eventually expects to license all cable originations.

Cable fees are divided into those amounts received pursuant to statutory licenses, which are distributed based on performances on those local television stations which are re-transmitted by cable systems; and those amounts received as a result of negotiations between the parties in interest which are distributed based on performances originating on cable.

The Society currently has licenses with major cable networks including HBO and CINEMAX; MTV, VH-1 and NICKELODEON; SHOWTIME and THE MOVIE CHANNEL; THE DISNEY CHANNEL; and THE NASHVILLE NETWORK. License fees are distributed based on a census of performances on HBO while performances on the other cable networks are surveyed on a sample basis. Performances on all the foregoing cable networks appear on members' statements in the "Pay-TV" column.

If you have any questions on this material, or wish further information, please write or telephone our Membership Department in New York at (212) 595-3050.



ASCAP HEADQUARTERS

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(213) 466-7681

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Nashville, Tn. 37203
(615) 244-3936

London
52 Haymarket
Suites 10 & 11
London, SW1Y4RP England
011-44-1-930-1121

Puerto Rico
Office 505
First Federal Savings Condominium
1519 Ponce de Leon Avenue
Santurce, Puerto Rico 00910
(809) 725-1688

1986-1995

No.

Rec'd

Agreement Between

AND

**American Society
OF
Composers, Authors & Publishers
1 LINCOLN PLAZA
NEW YORK, N. Y. 10023**

Dated:

ascap

AGREEMENT made between the Undersigned (for brevity called "*Owner*") and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (for brevity called "*Society*"), in consideration of the premises and of the mutual covenants hereinafter contained, as follows:

1. The *Owner* grants to the *Society* for the term hereof, the right to license non-dramatic public performances (as hereinafter defined), of each musical work:

Of which the *Owner* is a copyright proprietor; or

Which the *Owner*, alone, or jointly, or in collaboration with others, wrote, composed, published, acquired or owned; or

In which the *Owner* now has any right, title, interest or control whatsoever, in whole or in part; or

Which hereafter, during the term hereof, may be written, composed, acquired, owned, published or copyrighted by the *Owner*, alone, jointly or in collaboration with others; or

In which the *Owner* may hereafter, during the term hereof, have any right, title, interest or control, whatsoever, in whole or in part.

The right to license the public performance of every such musical work shall be deemed granted to the *Society* by this instrument for the term hereof, immediately upon the work being written, composed, acquired, owned, published or copyrighted.

The rights hereby granted shall include:

(a) All the rights and remedies for enforcing the copyright or copyrights of such musical works, whether such copyrights are in the name of the *Owner* and/or others, as well as the right to sue under such copyrights in the name of the *Society* and/or in the name of the *Owner* and/or others, to the end that the *Society* may effectively protect and be assured of all the rights hereby granted.

(b) The non-exclusive right of public performance of the separate numbers, songs, fragments or arrangements, melodies or selections forming part or parts of musical plays and dramatico-musical compositions, the *Owner* reserving and excepting from this grant the right of performance of musical plays and dramatico-musical compositions in their entirety, or any part of such plays or dramatico-musical compositions on the legitimate stage.

(c) The non-exclusive right of public performance by means of radio broadcasting, telephony, "wired wireless," all forms of synchronism with motion pictures, and/or any method of transmitting sound other than television broadcasting.

(d) The non-exclusive right of public performance by television broadcasting; provided, however, that:

(i) This grant does not extend to or include the right to license the public performance by television broadcasting or otherwise of any rendition or performance of (a) any opera, operetta, musical comedy, play or like production, as such, in whole or in part, or (b) any composition from any opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form) in a manner which recreates the performance of such composition with substantially such distinctive scenery or costume as was used in the presentation of such opera, operetta, musical comedy, play or like production (whether or not such opera, operetta, musical comedy, play or like production was presented on the stage or in motion picture form): provided, however, that the rights hereby granted shall be deemed to include a grant of the right to license non-dramatic performances of compositions by television broadcasting of a motion picture containing such composition if the rights in such motion picture other than those granted hereby have been obtained from the parties in interest.

(ii) Nothing herein contained shall be deemed to grant the right to license the public performance by television broadcasting of dramatic performances. Any performance of a separate musical composition which is not a dramatic performance, as defined herein, shall be deemed to be a non-dramatic performance. For the purposes of this agreement, a dramatic performance shall mean a performance of a musical composition on a television program in which there is a definite plot depicted by action and where the performance of the musical composition is woven into and carries forward the plot and its accompanying action. The use of dialogue to establish a mere program format or the use of any non-dramatic device merely to introduce a performance of a composition shall not be deemed to make such performance dramatic.

(iii) The definition of the terms "dramatic" and "non-dramatic" performances contained herein are purely for the purposes of this agreement and for the term thereof and shall not be binding upon or prejudicial to any position taken by either of us subsequent to the term hereof or for any purpose other than this agreement.

(e) The *Owner* may at any time and from time to time, in good faith, restrict the radio or television broadcasting of compositions from musical comedies, operas, operettas and motion pictures, or any other composition being excessively broadcast, only for the purpose of preventing harmful effect upon such musical comedies, operas, operettas, motion pictures or compositions, in respect of other interests under the copyrights thereof; provided, however, that the right to grant limited licenses will be given, upon application, as to restricted compositions, if and when the *Owner* is unable to show reasonable hazards to his or its major interests likely to result from such radio or television broadcasting; and provided further that such right to restrict any such composition shall not be exercised for the purpose of permitting the fixing or regulating of fees for the recording or transcribing of such composition, and provided further that in no case shall any charges, "free plugs", or other consideration be required in respect of any permission granted to perform a restricted composition; and provided further that in no event shall any composition, after the initial radio or television broadcast thereof, be restricted for the purpose of confining further radio or television broadcasts thereof to a particular artist, station, network or program. The *Owner* may also at any time and from time to time, in good faith, restrict the radio or television broadcasting of any composition, as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in the repertory of *Society* or on a claim by a non-member of *Society* that *Society* does not have the right to license the public performance of such composition by radio or television broadcasting.

2. The term of this agreement shall be for a period commencing on the date hereof and expiring on the 31st day of December, 1995.

3. The *Society* agrees, during the term hereof, in good faith to use its best endeavors to promote and carry out the objects for which it was organized, and to hold and apply all royalties, profits, benefits and advantages arising from the exploitation of the rights assigned to it by its several members, including the *Owner*, to the uses and purposes as provided in its Articles of Association (which are hereby incorporated by reference), as now in force or as hereafter amended.

4. The *Owner* hereby irrevocably, during the term hereof, authorizes, empowers and vests in the *Society* the right to enforce and protect such rights of public performance under any and all copyrights, whether standing in the name of the *Owner* and/or others, in any and all works copyrighted by the *Owner*, and/or by others; to prevent the infringement thereof, to litigate, collect and receipt for damages arising from infringement, and in its sole judgment to join the *Owner* and/or others in whose names the copyright may stand, as parties plaintiff or defendants in suits or proceedings; to bring suit in the name of the *Owner* and/or in the name of the *Society*, or others in whose name the copyright may stand, or otherwise, and to release, compromise, or refer to arbitration any actions, in the same manner and to the same extent and to all intents and purposes as the *Owner* might or could do, had this instrument not been made.

5. The *Owner* hereby makes, constitutes and appoints the *Society*, or its successor, the *Owner's* true and lawful attorney, irrevocably during the term hereof, and in the name of the *Society* or its successor, or in the name of the *Owner*, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages in respect to or for the infringement or other violation of the rights of public performance in such works, and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation to the premises.

6. The *Owner* agrees from time to time, to execute, acknowledge and deliver to the *Society*, such assurances, powers of attorney or other authorizations or instruments as the *Society* may deem necessary or expedient to enable it to exercise, enjoy and enforce, in its own name or otherwise, all rights and remedies aforesaid.

7. It is mutually agreed that during the term hereof the Board of Directors of the *Society* shall be composed of an equal number of writers and publishers respectively, and that the royalties distributed by the Board of Directors shall be divided into two (2) equal sums, and one (1) each of such sums credited respectively to and for division amongst (a) the writer members, and (b) the publisher members, in accordance with the system of distribution and classification as determined by the Classification Committee of each group, in accordance with the Articles of Association as they may be amended from time to time, except that the classification of the *Owner* within his class may be changed.

8. The *Owner* agrees that his classification in the *Society* as determined from time to time by the Classification Committee of his group and/or The Board of Directors of the *Society*, in case of appeal by him, shall be final, conclusive and binding upon him.

The *Society* shall have the right to transfer the right of review of any classification from the Board of Directors to any other agency or instrumentality that in its discretion and good judgment it deems best adapted to assuring to the *Society's* membership a just, fair, equitable and accurate classification.

The *Society* shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's status in respect of classification as will assure a fair, just and equitable distribution of royalties among the membership.

9. "Public Performance" Defined. The term "public performance" shall be construed to mean vocal, instrumental and/or mechanical renditions and representations in any manner or by any method whatsoever, including transmissions by radio and television broadcasting stations, transmission by telephony and/or "wired wireless"; and/or reproductions of performances and renditions by means of devices for reproducing sound recorded in synchronism or timed relation with the taking of motion pictures.

10. "Musical Works" Defined. The phrase "musical works" shall be construed to mean musical compositions and dramatico-musical compositions, the words and music thereof, and the respective arrangements thereof, and the selections therefrom.

11. The powers, rights, authorities and privileges by this instrument vested in the *Society*, are deemed to include the World, provided, however, that such grant of rights for foreign countries shall be subject to any agreements now in effect, a list of which are noted on the reverse side hereof.

12. The grant made herein by the owner is modified by and subject to the provisions of (a) the Amended Final Judgment (Civil Action No. 13-95) dated March 14, 1950 in U. S. A. v. ASCAP as further amended by Order dated January 7, 1960, (b) the Final Judgment (Civil Action No. 42-245) in U. S. A. v. ASCAP, dated March 14, 1950, and (c) the provisions of the Articles of Association and resolutions of the Board of Directors adopted pursuant to such judgments and order.

SIGNED, SEALED AND DELIVERED, on this.....day of....., 19.....

Owner {
.....

Society { AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,
By
President

FOREIGN AGREEMENTS AT THIS DATE IN EFFECT

(See paragraph 11 of the within agreement)

[illegible]

FINE TUNING FOR FAIRNESS

WHY IT PAYS TO BE WITH ASCAP

The music business has grown far more complicated than it was 75 years ago when ASCAP was founded, but one aspect has not changed at all—it still is based on the music (and the lyrics). And in 1989, as in 1914, ASCAP members and those of affiliated foreign societies who write and publish still want to be compensated with royalty checks. In order to illustrate how a song goes through the ASCAP system and comes out in dollars and cents, we have selected a song with which you are all familiar—***“I’ve Had the Time of My Life,”*** from the movie *Dirty Dancing*, the Oscar-winning hit written by John DeNicola, Donald Markowitz and Franke Previte.

We are going to take ***I’VE HAD THE TIME OF MY LIFE*** and trace it through **one performance** by each of several **music users**.

The ASCAP Distribution Division processes approximately one million such surveyed performances each year. And in addition to the examples reviewed here—local radio, local TV, network TV and cable TV—the ASCAP survey also includes performances by Public Broadcasting stations (both radio and TV), colleges and universities, airlines, symphony and concert halls, certain circuses and ice shows, and Muzak and similar “wired” music services.

In order to properly credit writers and publishers for performances, ASCAP’s Index Department must be informed of members’ works. The Index Department may learn of this song from four sources: (A) The publishing company which supplies information with respect to the title, writers, publishers and royalty shares (typically in the form of an index card); (B) a cue sheet prepared by the producer of the film; (C) information received from the record company; and (D) copyright information from the U.S. Copyright Office. The index card or cue sheet are the two key pieces of information for ASCAP.

When a work first enters the Society’s surveys it is to this information that we turn in order to determine whether the work is in the ASCAP repertory and how the parties in interest are to share in the royalty payments.

(Continued)

ASCAP HEADQUARTERS

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(212) 595-3050

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52 Haymarket
Suites 10 & 11
London, SW1Y4RP England
011-44-1-930-1121

Nashville
2 Music Square West
Nashville, Tn. 37203
(615) 244-3936

Puerto Rico
Office 505
First Federal Savings Condominium
1519 Ponce de Leon Avenue
Santurce, Puerto Rico 00910
(809) 725-1688



Example: ONE RADIO PERFORMANCE



Step 1

I'VE HAD THE TIME OF MY LIFE entered the survey of performances during the taping of more than 60,000 hours of local commercial radio programs in accordance with an independently and scientifically designed sampling of performances. ASCAP representatives receive taping instructions from independent consultants so that neither ASCAP nor the stations know which are being taped prior to their inclusion in the survey. The performance of *I'VE HAD THE TIME OF MY LIFE* which we are tracking here was included on a tape of KAER-FM in Sacramento, CA, made on January 1st, 1988 between noon and 6:00 P.M.

Step 2

The tape is sent back to ASCAP's New York office where a tape monitor plays back the tape, identifies the song, and notes, among other information, the type of performance, in this case a feature vocal, and, in this instance, the recording artists, Bill Medley and Jennifer Warnes.

(If an obscure song is heard which the monitor cannot identify, he or she refers the work to a *solfeggist*, an expert trained in taking musical dictation. The solfeggist transcribes the notes heard on the tape and then searches our files for the matching composition. These files are alphabetized by musical notes beginning with DO, from the DO-RE-MI scale. If the solfeggist is unable to find a matching composition, the work is filed for future identification.)

Step 3

The song's performance is processed through the Society's computer system and performance credits are calculated on the basis of a four-part formula: **Station Weight**—based on the license fees paid to ASCAP by the station and the depth of sampling for local radio stations; **Use Weight**—based on the kind of performance—feature, background, theme, etc.; **Feature Multiplier**—additional credits representing performances in areas not surveyed, such as hotels, bars, skating rinks, etc.; and **Strata Multiplier**—to bring total radio credits in line with radio's share of income from all surveyed media. For *I'VE HAD THE TIME OF MY LIFE*, the

Station Weight	×	Use Weight	×	Feature Multiplier	×	Strata Multiplier
(1.000)		(100%)		(1.281)		(32)

equal approximately 40 performance credits for that one performance.

Step 4

This particular performance is combined in the Society's records with all the other performances of *I'VE HAD THE TIME OF MY LIFE* in the performance quarter and is reflected on the writer's (in this case, Franke Previte's) performance record for the quarter, along with all the other songs written by the writer which have appeared in ASCAP's sample survey in the quarter;

Title	Share	Radio-Credits
Hungry Eyes	50%	XXX
I'VE HAD THE TIME OF MY LIFE	50%	20 + XXX
Sweet Heart	50%	XXX

Step 5

The Royalty Department translates credits into dollars. At approximately \$3.00 per credit, 40 credits come to \$120, which is shared by the writers. The publishers share approximately the same amount. (The value of a credit will vary from quarter to quarter depending on the amount of money available for distribution and the number of ASCAP performances processed.)



Step 1

I'VE HAD THE TIME OF MY LIFE also entered the survey of performances during the scientific sampling of 30,000 hours of local commercial TV performances. Again, ASCAP representatives receive sampling and taping instructions from our independent consultants. *I'VE HAD THE TIME OF MY LIFE* was picked up on a tape of station WFAA-TV in Dallas/Ft. Worth, TX on February 28, 1988. The station was sampled between the hours of 10:20 P.M. and 1:15 A.M.

Step 2

ASCAP's independent consultants identify the local TV programs listed in *TV Guide* for the date and time that WFAA-TV was surveyed. A tape monitor in ASCAP's New York office confirms that "Entertainment This Week" was broadcast from 10:45 P.M. to 11:45 P.M. The cue sheet for the program indicates a feature performance of *I'VE HAD THE TIME OF MY LIFE*.

Step 3

The song's performance credits are calculated, and the

Station Weight	×	Use Weight	×	Feature Multiplier	×	Strata Multiplier
		(100%)		(1.281)		(166)

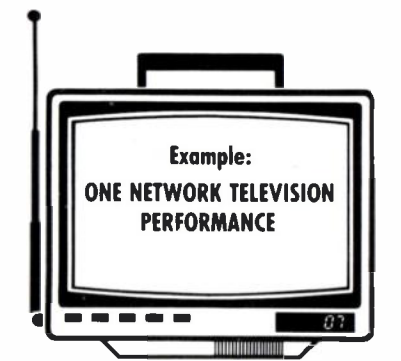
equal approximately 210 performance credits for that one performance.

Step 4

Again, this particular performance is combined in the Society's records with all the other performances of *I'VE HAD THE TIME OF MY LIFE* in the performance quarter and is reflected on the writers' performance records for the quarter.

Step 5

At approximately \$3.00 per credit, 210 credits come to \$630, which is shared by the writers. The publishers share approximately the same amount.



Step 1

The song was performed on TOP OF THE POPS on the CBS television network on January 8, 1988, between 11:30 P.M. and 12:30 A.M. Unlike local radio and local TV performances, which are sampled, every performance on network TV is counted. The three networks furnish information in the form of program logs and the Society also receives cue sheets from independent producers. ASCAP both audio and video tapes the networks to check on the accuracy of the information submitted.

Step 2

When calculating performance credits, the Hook-up Weight—reflecting the number of network affiliates carrying the program transmitted by the network—replaces the Station Weight in the formula. In addition, a time of day-weight is applied based on the time period of the broadcast, with "prime time" being given the highest weight. The resulting formula

Hook-up Weight	×	Time of Day Weight	×	Use Weight	×	Feature Multiplier	×	Strata Multiplier
(0.8)		(100%)		(100%)		(1.281)		(481)

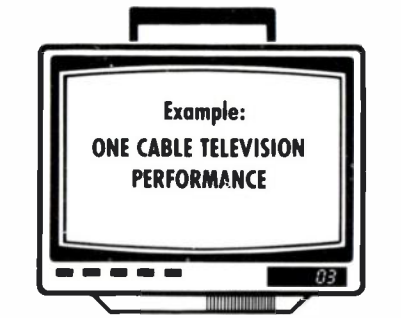
equals about 500 performance credits for that one performance. As you can see, a single TV network performance generates many more credits than a single radio performance.

Step 3

Once again, this particular performance is combined in the Society's records with all the other performances of *I'VE HAD THE TIME OF MY LIFE* in the performance quarter and it is reflected on the writers' performance records for the quarter.

Step 4

At approximately \$3.00 per credit, 500 credits come to \$1,500, which is shared by the writers. The publishers share approximately the same amount.



Step 1

I'VE HAD THE TIME OF MY LIFE entered the survey of performances during the scientific sampling of cable TV performances. The performance we are tracking here occurred on VH-1 which ASCAP's independent consultants selected for sampling on March 14, 1988 from 4 A.M. to 8 A.M.

Step 2

VH-1 furnishes ASCAP song titles and performance information in the form of program logs.

Step 3

The song's performance credits are calculated in accordance with the formula

Station Weight	×	Use Weight	×	Feature Multiplier	×	Strata Multiplier
(1.000)		(100%)		(1.281)		(10)

which equals about 15 performance credits for that one performance.

Step 4

Just as with performances in the other media, this performance is combined in the Society's records with all the other performances of *I'VE HAD THE TIME OF MY LIFE* in the performance quarter and is reflected on the writers' performance record for the quarter.

Step 5

At approximately \$3.00 per credit, 15 credits came to about \$45, which is shared by the writers. The publishers receive approximately the same amount.

The examples listed here tracked only one performance of *I'VE HAD THE TIME OF MY LIFE* in each medium. The song, which was one of last year's biggest hits, of course, received many performances.

The creative process is complex; it's a joining of technique and inspiration, of calculation and spontaneity. The work of seeing to it that those engaged in this process are fairly compensated for their efforts is also complex—making use of mathematical formulas, statistical analyses, computer technology, a balancing of competing interests, and old-fashioned hard work by many dedicated individuals.

Our step-by-step description on these pages can not possibly contain the flavor of all these ingredients, but we hope we have provided a glimpse of the crediting procedure and how it turns performances into dollars.



RE: INFORMATION ASCAP NEEDS IN CONNECTION WITH
COMMERCIAL PERFORMANCES

These materials are intended to advise you of the information ASCAP needs in order to accurately identify and credit surveyed performances of your works used in commercials and promotional or public service announcements.

For your convenience, we have prepared two checklists for you to use when you are indexing your works which will be performed as commercials or promotional ("promo") or public service announcements ("psa").

- Checklist "A" should be used when your work has been created to be performed as a commercial, promo or psa.
- Checklist "B" should be used when your work has been created for another purpose, but has been licensed subsequently for commercial, promo, or psa use.

Regardless of the type of information you submit, it is essential for ASCAP to receive these indexing materials from you IN ADVANCE OF THE FIRST AIRING of these works. We may not be able to identify your works in our radio and local television sample surveys unless we are aware of your claim when these performances are on the air.

We believe that most of the information requested on both checklists is self-explanatory. However, one area where members frequently have questions concerns the content of agreements with the sponsor or advertising agency. When a work is written specifically for use in a commercial, promo, or psa, the contract with the agency or sponsor frequently contains a direct grant of the performing rights. In order for you to receive royalties from ASCAP, it must be clear that you have expressly reserved the performing rights to your works for licensing through the Society. ASCAP, therefore, must see the relevant contract to determine whether or not a grant of these rights has been made.

While the Society cannot give individual members advice with respect to the drafting of these contracts, ASCAP is prepared to review these agreements before they are executed in order to assist the parties in drafting the appropriate language if it is the intention of the parties that the performing rights be reserved for licensing through the Society.

One item on the checklists that may not be familiar to you is the reference to "Industry Standard Coding Identification ('ISCI') #". This is an identifying code used in the advertising industry, which is made up of four letters and four numbers (e.g., GENM4333). Each commercial produced is assigned a unique ISCI code, which identifies the commercial, both to the agency and the broadcaster, for airing and billing purposes. Since performance reports from the television networks (ABC, CBS, and NBC) refer to this code, having this information will greatly enhance ASCAP's ability to credit you with these performances. These code numbers should be available from the advertising agency or sponsor. In addition to each ISCI code #, please be sure to include on the checklist the title of each commercial that includes your music.

We hope this information will be helpful, and that you will not hesitate to be in touch if you have any questions or need additional information.

/pnf



CHECKLIST "A"

WORKS CREATED AS COMMERCIALS, PROMOS, PSA's

TO ASSIST ASCAP IN CREDITING YOU FOR SURVEYED PERFORMANCES OF THESE WORKS, PLEASE COMPLETE THE FOLLOWING ITEMS:

Author(s):	Publisher(s):
Sponsor:	
Product:	
Title of commercial:	
Industry Standard Coding Identification (ISCI) #: (Please list all #'s for each commercial)	
Song title (if different):	
First air date:	
Term of agreement:	
Media: Network TV___ Local TV___ Cable TV___ Radio___ (check all that apply)	

PLEASE SUBMIT THE FOLLOWING ITEMS:

*Lead sheet and lyrics ____	or	*Lead sheet (for instrumental performances) ____
		Advertising copy ____
*PLEASE SUBMIT A CASSETTE TAPE IF A LEAD SHEET IS UNAVAILABLE		
Copy of agreement with the sponsor or advertising agency whereby the ASCAP members-in-interest retain performing rights for licensing through ASCAP ____		
Index registration card ____		
For network (ABC, CBS, NBC) performances <u>only</u> , please submit one of the following airing schedules:		
Advertising agency report ____		
Talent and residual report ____		
Other ____		



CHECKLIST "B"

WORKS CREATED FOR ANOTHER PURPOSE BUT SUBSEQUENTLY
LICENSED AS COMMERCIALS, PROMOS, PSA'S

TO ASSIST ASCAP IN CREDITING YOU FOR SURVEYED PERFORMANCES OF THESE
WORKS, PLEASE COMPLETE THE FOLLOWING ITEMS:

Author(s):	Publisher(s):
Sponsor:	
Product:	
Song title:	
Industry Standard Coding Identification (ISCI) #: (Please list all #'s for each commercial)	
Title of commercial (if different):	
First air date:	
Term of agreement:	
Media: Network TV___ Local TV___ Cable TV___ Radio___ (check all that apply)	
Work is: ___Instrumental ___Original Lyric ___Parody Lyric	

PLEASE SUBMIT THE FOLLOWING ITEMS:

For network (ABC, CBS, NBC) performances <u>only</u> , please submit one of the following types of airing schedules:
Advertising agency report _____
Talent and residual report _____
Other _____



BRUCE SPRINGSTEEN



STEVIE WONDER



GUNS N' ROSES



MADONNA



PRINCE



D.J. JAZZY JEFF
& THE FRESH PRINCE



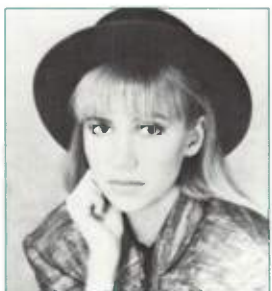
U2 (PRS)



METALLICA



BOBBY BROWN



DEBBIE GIBSON



BON JOVI



PAULA ABDUL



JIMMY JAM & TERRY LEWIS



JOHN MELLENCAMP



LIVING COLOUR



THE REPLACEMENTS



EDIE BRICKELL
& NEW BOHEMIANS



GEORGE MICHAEL



TRACY CHAPMAN



FINE YOUNG CANNIBALS (PRS)



TOM PETTY

A F

S A

C

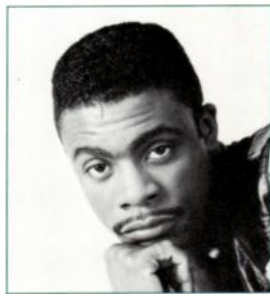
A F

P

A M E R I C A N S O C I E T Y O F C O M P O S E R S , A U T H O R S & P U B L I S H E R S



BRENDA RUSSELL



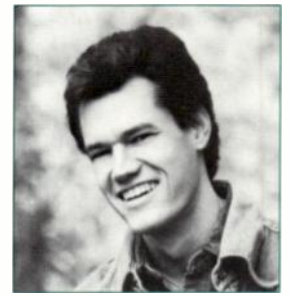
KEITH SWEAT



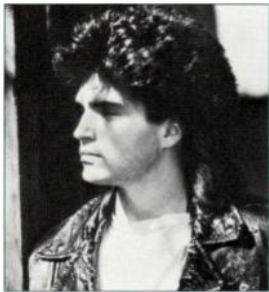
DAVID BOWIE (PRS)



KID 'N PLAY



RANDY TRAVIS



RICHARD MARX



INXS (APRA)



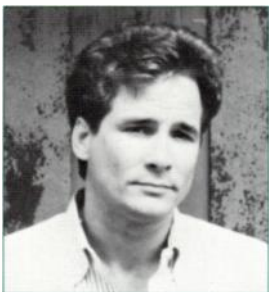
PEBBLES



BOB DYLAN



PAUL MCCARTNEY (PRS)



CLINT BLACK



WHITE LION



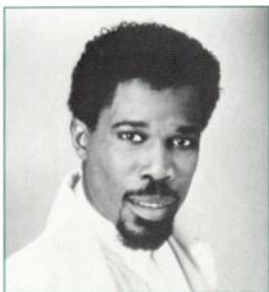
DEF LEPPARD (PRS)



BONNIE RAITT



HANSEL & RAUL



BILLY OCEAN (PRS)



RUBÉN BLADES



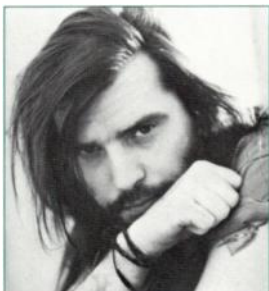
BRUCE HORNSBY



TONE LÓC



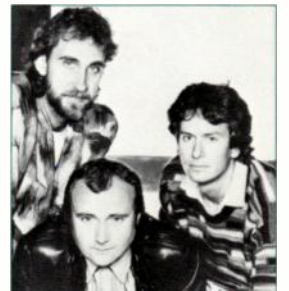
ROD STEWART



STEVE EARLE



K.D. LANG (CAPAC)



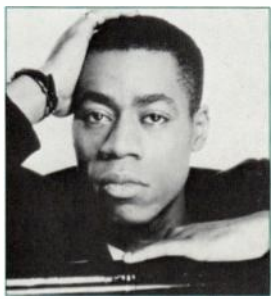
GENESIS (PRS)

A

S



FULL CIRCLE



ROACHFORD (PRS)



ELTON JOHN (PRS)



MELISSA ETHERIDGE



SURFACE



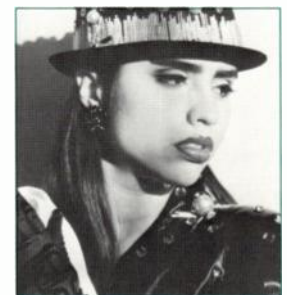
TOM TOM CLUB



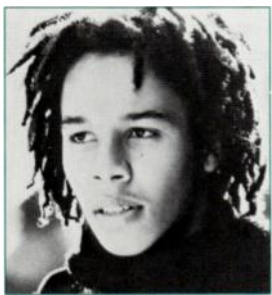
PET SHOP BOYS (PRS)



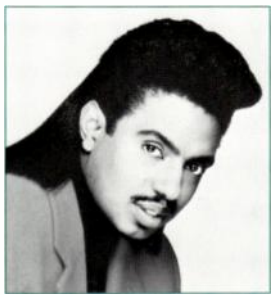
NEW KIDS ON THE BLOCK



SA-FIRE



ZIGGY MARLEY



PAUL LAURENCE



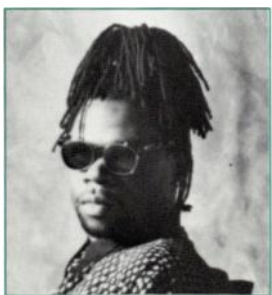
REBA McENTIRE



ELVIS COSTELLO (PRS)



MARTIKA



SOUL II SOUL (PRS)



LYLE LOVETT



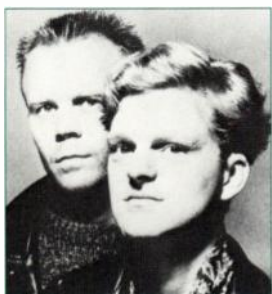
AL B. SURE!



10,000 MANIACS



PHILIP GLASS



ERASURE (PRS)



THE CULT (PRS)



ORNETTE COLEMAN

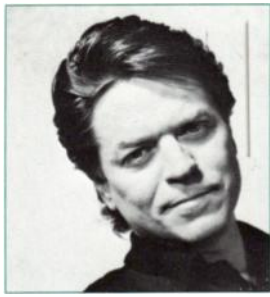


WAS (NOT WAS)

C A P



VAN HALEN



ROBERT PALMER



NARADA MICHAEL WALDEN



INFORMATION SOCIETY



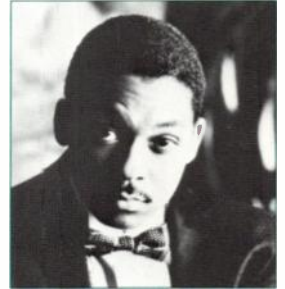
TOM WAITS



VIXEN



GUY



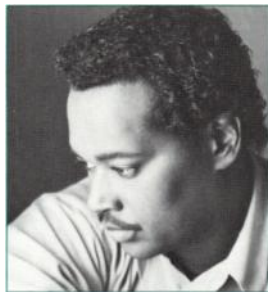
WYNTON MARSALIS



BRENDA K. STARR



TONI CHILDS



LUTHER VANDROSS



BREATHE (PRS)



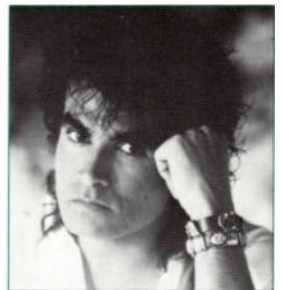
THE ROLLING STONES (PRS)



CINDERELLA



THEY MIGHT BE GIANTS



WILKINS

NEW YORK

ASCAP
1 Lincoln Plaza
New York, NY 10023
(212) 595-3050

LOS ANGELES

ASCAP
6430 Sunset Blvd.
Hollywood,
California 90028
(213) 466-7681

NASHVILLE

ASCAP
2 Music Square West
Nashville,
Tennessee 37203
(615) 244-3936

LONDON

ASCAP
52 Haymarket,
Suites 10 & 11
London, SW1Y4RP,
England
011-44-1-930-1121

PUERTO RICO

ASCAP
OFFICE 505
First Federal
Savings Condominium
1519 Ponce de Leon Ave.
Sanurce,
Puerto Rico 00910
(809) 725-1688

A S C A P

A M E R I C A N S O C I E T Y O F C O M P O S E R S , A U T H O R S & P U B L I S H E R S

ARTICLES OF ASSOCIATION
of the
AMERICAN SOCIETY
of
COMPOSERS, AUTHORS
and
PUBLISHERS

ascap

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ARTICLES OF ASSOCIATION

ARTICLE I

OBJECTS

SECTION 1. We constitute ourselves a voluntary association under the name of "American Society of Composers, Authors and Publishers," for the following purposes, to-wit:

(a) To protect composers, authors and publishers of musical works against piracies of any kind;

(b) To promote reforms in the law respecting literary property;

(c) To procure uniformity and certainty in the law respecting literary property in all countries;

(d) To facilitate the administration of the copyright laws for the protection of composers, authors and publishers of musical works;

(e) To abolish abuses and unfair practices and methods in connection with the reproduction of musical works;

(f) To promote and foster by all lawful means the interest of composers, authors and publishers of musical works;

(g) To grant licenses and collect royalties for the public representation of the works of its members by instrumentalists, singers, mechanical instruments, radio broadcasting stations, or any kind of combination of singers, instrumentalists and mechanical instruments, and to allot and distribute such royalties;

(h) To adjust and arbitrate differences and controversies between its members and between its members and others, and to represent its members in controversies, actions and proceedings, involving the right of public performance of any work of any member, or the question of authorship in any work of any member;

(i) To promote friendly intercourse and united action among composers, authors, publishers and producers of musical works;

(j) To acquire, own and sell real and personal property, and to accumulate and maintain a reserve fund to be used in carrying out any of the objects of the Society;

(k) To enter into agreements with other similar associations in foreign countries, providing for the reciprocal protection of the rights of the members of each Society;

(l) To do any and all other acts or things which may be found necessary or convenient in carrying out any of the objects of the Society or in protecting or furthering its interests or the interests of its members.

SECTION 2. The principal office of the Society is to be located in the City of New York.

ARTICLE II

DURATION

The duration of the Society shall be ninety-nine years.

ARTICLE III

MEMBERSHIP

SECTION 1. The membership of this Society shall be divided into three classes, as follows:

A. PARTICIPATING CLASS

The following shall be eligible to be elected to membership in this class:

(i) *Music Publishers*

Any person, partnership, firm or corporation actively engaged in the music publishing business who assumes the financial risk involved in the normal publication of musical works and/or whose compositions are regularly performed by the Society's licensees.

(ii) *Composers and Authors*

Any composer or author of musical works who regularly practices the profession of writing music or the text or lyrics of musical works, and who shall have had not less than one work of his composition or writing regularly published.

(iii) *Successors of Deceased Composers and Authors*

Any person who has acquired, by will or under any law, the right, title and interest of a deceased composer or author in any musical works, including the right of public performance thereof.

Members of this group shall not have voting power or be eligible to office, except as provided in Article XX, Section 2.

B. ASSOCIATE MEMBERSHIP

Any composer or author of a copyrighted musical composition who is not found to be eligible to membership in the participating class may be elected as an associate member. Associate members shall not pay any dues and shall not be entitled to hold office or share in any of the rights, benefits, privileges, royalties or emoluments of the participating class. The membership of an associate member who has not advanced to participating membership within three years will terminate on the third anniversary of election to associate membership, subject to any rights or obligations existing between the Society and its licensees under then existing licenses. In the event of the subsequent performance of a composition written by a former associate member, such person will receive payment on the same basis as a resigned member.

C. HONORARY MEMBERSHIP

Any person, firm or corporation which has rendered to the art or industry of music, or to this Society, a notable or conspicuous service, may be eligible to membership in this class and elected thereto by unanimous vote of the Board of Directors. All nominations in respect to this class of membership shall, however, be tabled at the meeting first presented, and may not be acted upon until or after the next succeeding meeting.

Members in this class shall not be entitled to vote, hold office or share in any of the rights, benefits, privileges, royalties or emoluments of the participating classes.

DUES

SECTION 2. The annual dues, payable on the first day of January in each year, shall be as follows:

Participating Music Publishers	\$50.00
Participating Composers and Authors	10.00
Successors to Deceased Composers and Authors	10.00
Associate	None
Honorary	None

Upon election to any of the above classes the member shall pay the pro-rata of annual dues for his class to the first day of the following January, and thereafter at the annual rate for his class.

Unless otherwise directed by the Board of Directors, all sums received in payment of dues shall be for the use and benefit of the Relief Fund of the Society.

Upon the default in excess of ninety days in payment of any dues, after notice thereof to the member, the Board of Directors may suspend or expel the delinquent member.

The Board of Directors may waive the dues of writer-members in the Armed Forces of the United States.

APPLICATION FOR MEMBERSHIP

SECTION 3. Application shall be made in writing upon a printed blank form prepared by the Committee on Membership. Every application shall be signed by an individual applicant in person, by a firm, through a co-partner, by an association or corporation through a duly authorized officer. The application shall be submitted to the Membership Committee and shall be accompanied by proof of eligibility to membership.

INTENT OF APPLICATION

SECTION 4. The signing and presentation of such an application to the Membership Committee shall be deemed and construed to be an agreement on the part of the applicant to fulfill, duly perform, and abide by the Articles of

Association, and all requirements herein contained; and to conform to, duly perform and abide by, all by-laws, rules, regulations or resolutions, whether expressed in the Articles of Association or otherwise, which may be in force at the time of such application or may thereafter from time to time be adopted, and to all amendments of and additions to the Articles of Association, by-laws, rules or regulations which after the time of such application may from time to time be adopted.

ELECTION TO MEMBERSHIP

SECTION 5. A majority vote of all members of the Board of Directors shall be necessary to elect an applicant to membership.

OBLIGATION OF APPLICANT

SECTION 6. Each member shall, upon election to membership, execute an assignment in such form as the Board of Directors shall approve, vesting in the Society the right to license, upon a non-exclusive basis, the non-dramatic public performance of the member's works for the period of any then existing agreement between the Society and members of the same class.

Such assignment shall not limit, restrict or interfere with the right of any member to issue to a user* non-exclusive licenses for rights of public performance nor shall the assignment required of members in the non-participating classes extend for a period of more than one year at any given time.

Upon the expiration of such agreement or any renewal thereof, each member shall execute a new assignment in such form and for such period as the Board of Directors shall then approve generally for the members of the Society vesting in the Society the right to license the non-dramatic public performance of the member's works. The Board of Directors shall have the right to call upon the members to execute and deliver to the Society such new assignment at any time within eighteen months prior to the expiration of the then current assignment. Any member who fails or refuses to execute and deliver such an assignment within sixty days after the mailing or delivery to the member of such form of assignment, shall automatically cease to be a member of the Society upon the expiration of the period of the then current assignment, and thereupon shall lose and cease to have any and all interest, right or claim in, to or under the Society, the property thereof and the dues and assessments paid thereto, in the same manner and to the same full extent as provided in Article XX, Section 1 hereof. The Board of Directors, however, shall have the right, at its option, to extend the time period within which members generally shall execute and deliver such assignment. Such termination of membership shall not relieve any member from his obligations to the Society up to the date of such termination.

*"User" means any person, firm or corporation who or which (1) owns or operates an establishment or enterprise where copyrighted musical compositions are performed publicly for profit, or (2) is otherwise directly engaged in giving public performance of copyrighted musical compositions for profit, or (3) is entitled to obtain a license from the Society under the provisions of Section V of the Amended Final Judgment entered in the United States District Court for the Southern District of New York on March 14, 1950.

MEMBERS' LIST OF WORKS

SECTION 7. The applicant on being elected to membership shall, upon request, state upon a regular printed form furnished by the Secretary, a brief title, description and the date of copyright, of each work published or written by him. Each member shall upon the publication of any work of which he is the author, composer or publisher, furnish to the Secretary, a brief title, description and the date of copyright thereof.

MEMBERSHIP ROLL

SECTION 8. It shall be the duty of the Membership Committee to prepare and keep a membership roll or list of members of the Society.

FALSE REPRESENTATION BY MEMBER

SECTION 9. Whenever it shall appear to a majority of the Membership Committee that a misstatement upon a material point has been made to it by a member, upon his application either for membership or reinstatement, it shall report the case to the Board of Directors, who by a two-thirds vote of all the members of the Board may expel the member after a trial as in these Articles provided.

FAILURE OF MEMBER TO QUALIFY

SECTION 10. If within thirty days after the election to membership, the member shall have failed to execute and deliver to the Society the assignment provided for by Section 6 preceding, and to comply with all other rules, regulations and requirements of the Society, the membership shall be discontinued.

VOTING

SECTION 11. Each publisher member, if a co-partnership, firm, association or corporation shall file with the Secretary of the Society, from time to time, the name of a person who shall be deemed to be its representative in the Society for all purposes, and wherever in these Articles of Association there shall be reference to publisher members relating to election as directors, holding other office or serving in any other capacities, the same shall have reference to such representatives. If a co-partnership or firm, such representative shall be a member thereof and if an association or corporation, such representative shall be an officer thereof. No such co-partnership, firm, association or corporation shall have more than one representative at any one time. Such designation may be revoked at any time by notice in writing given to the Society provided that a new representative shall be named, subject to the restrictions above contained.

In the event that a writer member is a partner in any co-partnership or firm, or a member of any association, or the owner of stock in any corporation which is a publisher member of the Society (other than a publisher member which publishes only the works of such writer), such writer and the publisher member's representative shall not be eligible to serve on the Board of Directors simultaneously.

WITHDRAWAL FROM MEMBERSHIP

SECTION 12. Any member may withdraw from membership in the Society at the end of any fiscal year upon (1) giving three months' advance written notice to the Society, and (2) agreeing that his resignation shall be subject to any rights or obligations existing between the Society and its licensees under then existing licenses. A writer or publisher member who has received an advance may not resign from membership before the advance has been fully recouped except that if an advance has not been fully recouped within five years the member may thereafter repay the unrecouped balance and exercise the right to resign. Subject to the above, such withdrawal shall terminate all existing assignments and the member's relationship with the Society, except that a withdrawing member whose works continue to be licensed by ASCAP by reason of the continued membership of a co-writer, writer or publisher of any such works, may elect to continue receiving distribution for such works on the same basis and with the same elections as a member would have, so long as the resigning member does not license the works to any other performing rights licensing organization for performance in the United States. The Society may require a written acknowledgment from such resigning member that the works have not been so licensed. In any event, a resigning member shall receive distribution from the Society on the basis of performances made under licenses in effect at the time of the member's resignation. Anything to the contrary notwithstanding, the Society may, at its option, deny resigning members the right to receive payment on any basis other than a current performance basis, provided that such option must be exercised as to all resigning members alike.

ARTICLE IV

MANAGEMENT

BOARD OF DIRECTORS

ELECTIONS

SECTION 1. The government of the Society shall be vested in and its affairs shall be managed by a Board of twenty-four Directors, twelve of whom shall be writer members (that is to say, composers and authors) and twelve of whom shall be publisher members.

At all times three of such writer members shall be standard writer members, and at all times three of such publisher members shall be standard publishers. The Board of Directors shall, as far as practicable, give representation to writer members and publisher members with different participations in the Society's revenue distributions.

Commencing with the election in the year 1951 which shall be held not later than April first of that year, the entire Board of Directors shall be elected for a two-year period in the manner hereinafter in this Article provided.

There shall not be eligible for election to the Board of Directors as a publisher member thereof, more than one representative from any group of affiliated

publisher members. By the expression "affiliated" is meant a group of two or more publishing businesses controlled through stock ownership by any one of such group or all of which are either directly or indirectly controlled by any other person, co-partnership, firm, association or corporation.

Nine members (of whom at least three shall be writers, and three publishers) shall be necessary to constitute a quorum, and the affirmative vote of two-thirds of such quorum shall be required and shall be sufficient to adopt or pass any motion or resolution authorizing or directing any act or thing within the power of the Board. Any number less than a quorum may meet and adjourn from time to time until a quorum be present.

The Board may determine the rules of its procedure and make any and all regulations necessary for the carrying on of the business of the Board of Directors and the officers, agents, and servants of the Society.

Any former President of the American Society of Composers, Authors and Publishers shall be an ex-officio member of the Board of Directors, without the right to vote.

MEETING OF BOARD

SECTION 2. The Board shall meet at least once in each month and shall hold a meeting in each year promptly after the General Annual Meeting in March for the purpose of electing officers. Notices of regular or special meetings of the Board of Directors shall be given by mail by the Secretary to each director at his last known post office address at least two days previous to the time fixed for the meeting. Special meetings of the Board of Directors may be called by the President or Secretary, and shall be called by either of them on written request of any seven directors.

REPORT OF BOARD AT MEETINGS

SECTION 3. The Board of Directors shall keep a record of its proceedings which shall be submitted at the Annual Meeting of the Society, and shall report at such meeting, or at any special meeting of the Society, any business which in its judgment requires the action of the Society.

MANNER OF ELECTION OF DIRECTORS

SECTION 4. Members of the Board of Directors shall be elected in the following manner commencing with the year 1961, and in each alternate year thereafter:

(a) A Publishers Nominating Committee shall be appointed by the Board of Directors at its meeting next (but not less than thirty days) preceding the date upon which the Annual General Meeting is to be held in such year. No member of the Board shall be eligible to serve upon such committee. All members of the Board shall have the right to vote for members of such nominating committee which nominating committee must consist of three publishers (one of whom shall be a standard publisher).

(b) A Writers Nominating Committee shall be appointed by the Board of Directors at its meeting next (but not less than thirty days) preceding the date upon which the Annual General Meeting is to be held in such year. No member of the Board shall be eligible to serve upon such committee. All members of the Board shall have the right to vote for members of such nominating committee which nominating committee must consist of six writers (one of whom shall be a standard writer) selected one each from six groups as follows: all the writer members of the Society shall be classified into six groups based upon their respective participation in the Society's domestic royalties (excluding all sums received as prize awards) during the previous calendar year, to wit: the maximum amount of such royalties received by any writer member shall be the base and such amount shall be divided by six.

(c) Each member of each committee on nominations shall have one vote. Each committee on nominations shall elect its own chairman. In case of a tie in voting for Chairman, the Board of Directors shall designate such Chairman. Any vacancy in either such committee shall be filled by appointment of another member from the same class and subdivision, if any, chosen by the Board of Directors.

(d) Each committee on nominations shall promptly select and nominate from the general membership one candidate for each publisher director and two candidates for each writer director to be elected in the general election. It shall secure the consent of such candidates to stand for the office and shall also automatically regard each incumbent director as a candidate for reelection unless by him otherwise instructed in writing. If any publisher member incumbent shall fail to stand for re-election then two candidates instead of one shall be nominated for his office.

In any election for the Board of Directors the nominees for Directors shall include, in addition to those nominees chosen by the Nominating Committees, any person eligible to be a Director who is designated by a petition subscribed to by 25 or more of the members of the Society entitled to elect such Director. Any such petition designating a candidate must be submitted to the Society in writing at least 10 days prior to the selection and nomination of candidates by the Nominating Committees.

(e) The members of the Publishers Nominating Committee and the members of the Writers Nominating Committee shall jointly constitute the Committee on Elections. This Committee subject to the regulations contained in this Section 4, shall have charge of the conduct and procedure of the election of directors and shall hold office only until it shall have certified to the Board of Directors the result of the particular election of which it had supervision. Each member of such committee shall have one vote. Such committee shall elect its own Chairman.

(f) The Committee on Elections shall prepare a ballot in such form as shall be approved by the Board of Directors, showing in respect of each vacancy the class or division of membership from which the nominee must be chosen, the names of the present incumbent if a candidate, together with a statement on the ballot that

incumbent's name is placed thereon by mandate of the Articles of Association; the ballot for publisher nominees shall also designate one additional candidate and that for writer nominees two additional candidates; both forms of ballot shall contain a suitable blank space wherein any member may write in the name of any member of the specified class or division for whom he votes instead of or in preference to the regular nominees.

Ballots shall be consecutively numbered, and shall provide a space for signature of the voting member. One ballot, and one only, shall be made available for the use of each active member in good standing except that lost, misplaced, mutilated or destroyed ballots may be replaced in the sole discretion of the Committee on Elections.

One ballot shall be mailed to each such member, at his last address as disclosed by the records of the Society, not less than twenty days before the date of the General Annual Meeting. Each such ballot shall be accompanied by a postage-prepaid envelope addressed to the Committee on Elections in care of the Society.

Each qualified member may cast his vote by mail, or personal delivery to the Committee. All votes must be thus cast and received not later than midnight five days before the date set for the General Annual Meeting. Votes received thereafter shall not be counted.

The Committee shall appoint its choice of tellers, exclusive of members of the Board of Directors or any candidate, and shall make all rules for totaling, tabulating and counting the votes cast. It shall be privileged to call upon the management and staff of the Society for any required assistance.

The candidate receiving the highest number of votes cast shall be deemed elected. In case of a tie between the two highest, the candidate who has been longest a member of the Society shall be declared elected.

The Committee after canvassing the vote, shall by written certificate presented to the President not later than the opening of the General Annual Meeting, certify the names of the winning candidates together with a statement showing the number of votes cast for each candidate.

All ballots, tally sheets and other memoranda, incident to the tabulation of the votes shall be retained for three months, and be available for examination by any Committee of not less than five members in good standing.

(g) Publisher members only shall be entitled to vote for Directors from this class and writer members only for Directors from this class. All writer members, whether author or composer, shall be qualified to vote for writer Directors.

(h) Voting rights of all members within their respective classes in Elections of Directors, shall be determined upon the following basis, subject to the limitation that no member shall have more than 100 votes:

Composer—Author Members

Each composer or author member who has received any performance credits in the latest available preceding fiscal survey year shall have one

vote, plus (i) one vote for each 1,000 credits up to 20,000 credits, plus (ii) one vote for each 2,000 credits from 20,001 to 26,000 credits, plus (iii) one vote for each 3,000 credits from 26,001 to 35,000 credits, plus (iv) one vote for each 4,000 credits from 35,001 to 51,000 credits, plus (v) one vote for each 5,000 credits from 51,001 to 101,000, plus (vi) one vote for each 6,000 credits in excess of 101,000 credits.

Publisher Members

Each publisher member who has received any performance credits in the latest available preceding fiscal survey year shall have one vote, plus (i) one vote for each 4,000 credits up to 100,000 credits, plus (ii) one vote for each 8,000 credits from 100,001 credits to 140,000 credits, plus (iii) one vote for each 12,000 credits from 140,001 to 200,000 credits, plus (iv) one vote for each 16,000 credits from 200,001 to 408,000, plus (v) one vote for each 20,000 credits in excess of 408,000 credits.

The above formulae shall be kept current in the following manner. The number of writer and publisher performance credits respectively yielded by the Society's survey ended September 30, 1958 shall be calculated. This number shall be divided into the number of writer and publisher performance credits respectively yielded by the survey in the latest available fiscal survey year preceding the election in question. The resulting figures, rounded to the nearest tenth, for the writer members and publisher members respectively, shall be used as multipliers on each of the numbers above which is underlined.

If at any time more than 40.8% of the total publisher votes would be represented by the ten publisher members and "groups of affiliated publisher members" (as that term is used in Article IV, Section 1 hereof) having the highest number of publisher votes, the weighting of votes as set forth in the above formula for publisher members shall be changed to bring the percentage of votes of such publishers down to 40.8%. This shall be accomplished by proportionately diminishing the votes otherwise allocable to such publishers by the amounts necessary to effect such result. Anything to the contrary notwithstanding, a publisher member which is not subject to such diminution of its votes shall not be allocated more votes than any publisher member which is subject to such diminution.

A member who received no performance credits in the latest available fiscal survey year shall not be entitled to vote in an Election for Directors.

(i) Notwithstanding the provisions contained in subsection (f) of this Section 4, any group of writer members entitled to cast one-twelfth of the votes of all writer members, or any group of publisher members entitled to cast one-twelfth of the votes of all publisher members, may elect any eligible person a Director by signing a petition and presenting such petition to the Society at least 90 days before the date of any scheduled election for Directors. In such event, the number of Directors to be elected in the general election shall be reduced by the number of Directors so elected by petition and all members signing such petition shall not be entitled to vote in the general election or to sign more than one petition in advance of any general election.

ARTICLE V
POWERS OF THE BOARD OF DIRECTORS
MANAGEMENT

SECTION 1. The Board of Directors shall have charge of and supervision over the general management of the business of the Society, and in addition to the powers by these Articles expressly conferred upon it, may exercise all such powers and do all such acts and things as may be exercised or done by the Society.

CONTRACTS

SECTION 2. Without prejudice to the general powers conferred by the last preceding section and the other powers conferred by these Articles, it is hereby expressly declared that the Board of Directors shall have the following powers, that is to say:

To make contracts or authorize contracts to be made by officers of the Society or by any of the committees provided for by these Articles; to fix the rate, time and manner of payment of royalties for the performances of all works registered with the Society; to collect such royalties; to maintain all legal proceedings necessary to enforce payment of such royalties and compromise claims for damages and penalties for unlawful performances; to distribute among the members the royalties collected in the proportionate shares provided for in the scheme of allotment of royalties prescribed in these Articles; to enforce the fulfillment of all contracts, both on the part of the members of the Society and third parties, that may have been made by the Society; to authorize the prosecution and defense of any matter, action or proceeding within the scope of the Society, or affecting its interests or involving the rights of public performance of any work of any member or the question of authorship in any work of any member.

To purchase or otherwise acquire for the Society any property, rights and privileges which the Society is authorized to acquire, at such prices and on such terms and conditions, and for such considerations, as it thinks fit.

To appoint and at its discretion remove or suspend, such assistant secretaries, assistant treasurers, managers, subordinates, assistants, clerks, agents and servants, permanently or temporarily, as it may from time to time think fit, and to determine their duties and fix and from time to time change their salaries or emoluments, and to require security in such instances and in such amounts as it may think fit.

To confer by resolution upon any committee or officer of the Society the right to choose, remove or suspend such subordinate officers, agents or servants.

To determine who shall be authorized to sign, on the Society's behalf, receipts, endorsements, checks, releases, contracts and documents.

From time to time to provide for the management of the affairs of the Society in such manner as it thinks fit, and in particular from time to time to delegate any of the powers of the Board of Directors to any Committees, officers or agents, and

to appoint any persons to be the agents of the Society, with such powers (including the power to sub-delegate) and upon such terms as may be thought fit.

To appoint and dissolve all committees; to define, alter and regulate the jurisdiction and exercise original and supervisory jurisdiction over any and all subjects and matters referred to said committees; it may direct and control their actions or proceedings at any stage thereof, and shall try all charges against members and punish such as may be found guilty.

The Board of Directors shall have the power to make such regulations and to take such action not inconsistent with the Articles of Association and the by-laws, as it may deem advisable for the protection of the property and for the general objects of the Society. It shall adopt a seal of the Society.

The Board of Directors shall have the control over and power of disposition of all funds belonging to the Society. It shall determine the manner and form of their investment and the depositaries of such funds.

SALARIES OF DIRECTORS

SECTION 3. Directors as such shall not receive any salaries for their services except that the sum of \$600 may be appropriated out of the treasury at each meeting of the Board of Directors for distribution as attendance fees among such directors of the 24 members of the Board as shall be present within five minutes after the meeting has been called to order.

If any member of the Board of Directors shall be absent from four consecutive regular monthly meetings of the Board of Directors, the Board shall thereupon remove such absentee director from his office as a director and from any other office held by him. The Board of Directors shall appoint a successor as provided in Article V, Section 4. Such member shall not, however, be disqualified from filling the vacancy thereby created.

VACANCY IN BOARD OF DIRECTORS

SECTION 4. In case of the death, removal or resignation of a director or of any vacancy in the Board of Directors, such vacancy shall be filled by the election of a director belonging to the same class of directors as the member of the Board whose place is to be filled, by a two-third vote of the entire Board, the term of office of such newly elected member to terminate upon the election of his successor at the next General Annual Meeting held for the election of directors generally. At such meeting a director shall be elected of the same class of directors as the member of the Board whose place is to be filled, for the unexpired term, in the manner provided for the election of directors.

REMOVAL OR SUSPENSION OF DIRECTOR OR OFFICER

SECTION 5. In case, at any regular or special meeting of the Board of Directors, two-thirds of those present shall be of the opinion that sufficient cause exists for the removal of any director or officer from such office, and that his

removal is for the best interest of the Society, a special meeting of the Board of Directors shall be called, upon three days' written notice to each of the directors, specifying the charges against the director or officer against whom such are directed; and a copy of such charges shall be served upon the director or officer so charged, at least three days before such special meeting. In case, at such special meeting, the directors shall after hearing such director or officer, determine by an affirmative vote of two-thirds of all the directors in office, that sufficient cause exists for his removal, and that his removal is for the best interest of the Society, then such person shall immediately cease to be a director or officer as the case may be, and the resulting vacancy shall be filled as provided in Section 4 next above.

The Board of Directors may suspend from office any officer or director against whom charges have been preferred.

DISQUALIFICATION OF MEMBER OF BOARD OF DIRECTORS

SECTION 6. No member of the Board of Directors shall be disqualified from participating in any meeting, action or proceeding of any kind whatever of said Board of Directors, by reason of being or having been a member of a Standing Committee or Special Committee which has made prior inquiry, examination or investigation of the matter under consideration. Nor shall any member of any Standing or Special Committee be disqualified, by reason of such membership, from acting as a member of the Board of Directors upon any appeal from any decision of such Standing or Special Committee. But no member shall participate in the adjudication of any case in which he is personally interested.

No member of the Board of Directors shall participate in or vote on any question relating to the negotiation, execution, performance or enforcement of any license agreement with a motion picture producer where such member at the time, directly or indirectly, has any pecuniary interest in any motion picture producer, or in any subsidiary or affiliate of such producer or in any contractual relationship with any such producer.

No officer or member of the Board of Directors or any person acting on behalf of the Society shall participate in or vote on any question relating to any transaction or negotiation involving the Society and a licensee, or prospective licensee, where such officer, director or other person has any pecuniary interest in such licensee or prospective licensee, or in any subsidiary or affiliate thereof, or in any contractual relationship with any such licensee or prospective licensee.

EXAMINATION OF MEMBER

SECTION 7. The Board of Directors may, by a two-thirds vote of its members present, require that any member of the Society shall submit to the Board of Directors or any Standing or Special Committee, for examination, such portion of his books or papers as are material and relevant to any matter under investigation by said Board of Directors or by any Standing or Special Committee. Any member who shall refuse or neglect to comply with such requirements, or shall

wilfully destroy any such required evidence, or who, being duly summoned, in pursuance of a two-thirds vote of the members of the Board of Directors present, shall refuse or neglect to appear before the Board of Directors or any Standing or Special Committee, as a witness, or refuse to testify before any such Committee, may be adjudged guilty of an act detrimental to the interest or welfare of the Society.

FINAL DECISION BY TRIAL

SECTION 8. Any hearing or trial may be adjourned, from time to time, by the Board of Directors in its discretion; but no member thereof, who shall not have been present at every meeting of said Board of Directors at which evidence is taken, or at which an accused member, or a member whose conduct is involved in the hearing or trial, is heard, shall participate in the final decision.

ARTICLE VI

OFFICERS

SECTION 1. Shall consist of a President, two Vice-Presidents, a Secretary, Assistant Secretary, a Treasurer and an Assistant Treasurer who shall be Directors of the Society, and a Counsel who need not be a member of the Society.

ELECTION OF OFFICERS

SECTION 2. The President, the Vice-Presidents, the Secretary, Assistant Secretary, the Treasurer, and Assistant Treasurer, shall be elected annually by the Board of Directors by two-thirds vote of the entire Board, and such officers shall hold the same offices in the Board of Directors. Each officer, excepting the Counsel, shall serve for the term of one year and until the election and qualification of his successor. In the event of a failure to elect a President at the end of any such year, the office of President shall be declared vacant until the next President shall be elected. Pending such election, the first Vice-President shall discharge the duties of the President. The office of President shall carry with it such salary as the Board of Directors may fix from time to time.

APPOINTMENT OF COUNSEL

SECTION 3. The Counsel shall be appointed by the Board of Directors for such term as may be decided by the Board.

VACANCY OF OFFICE

SECTION 4. In case a vacancy shall occur in the office either of the President, Vice-Presidents, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer, an election shall be held forthwith to fill the vacancy for the unexpired term.

EXPULSION OR SUSPENSION OF OFFICER

SECTION 5. The expulsion or suspension of a member holding any office or position, to which he has been either elected or appointed, shall create a vacancy therein which shall be filled as provided in these Articles.

ARTICLE VII

THE PRESIDENT

The President shall be the chief executive officer of the Society. He shall preside at all meetings of the Board of Directors. He shall have general supervision over the business affairs and property of the Society and over its several officers.

He shall see that all orders and resolutions of the Board of Directors and of the Society are carried into effect and he shall sign all contracts and agreements authorized by the Board of Directors, unless the Board shall otherwise direct. The President shall submit to the Board of Directors, as soon as may be after the close of each fiscal year, and to the members at each annual meeting a complete report of the operations of the Society for the preceding year, and of the state of its affairs, making such recommendations as he thinks proper, and he shall from time to time report to the Board of Directors all matters within his knowledge which the interests of the members may require to be brought to its notice. The President shall be ex-officio a member of all standing committees.

ARTICLE VIII

THE VICE-PRESIDENTS

The Vice-Presidents shall have such powers and perform such duties as the Board of Directors may from time to time prescribe, and perform such other duties as may be prescribed in these by-laws. In case of the absence of the President or his inability to act, the Vice-President shall discharge the duties of the President.

ARTICLE IX

THE TREASURER

The Treasurer shall have charge of the funds, securities, receipts and disbursements of the Society. He shall deposit all moneys and other valuable effects in the name and to the credit of the Society in such depositaries as the Board of Directors may from time to time designate. He shall disburse the funds of the Society as may be ordered by the Board, by checks or drafts upon the authorized depositaries of the Society, signed by the President or Vice-President and countersigned by himself or an Assistant Treasurer. He shall take and preserve proper vouchers for all moneys disbursed. He shall render to the President or to the directors, at the regular meetings of the Board, whenever the President or said Board shall require him to do so, and at every annual meeting of the Society an account of the financial conditions of the Society and of all of his transactions as Treasurer; and as soon as may be after the close of each fiscal year he shall make and submit to the Board of Directors a like report for each fiscal year. He shall keep at the principal office of the Society full and correct books of account of all its business and transactions. He shall give to the Society a bond in such sum as the Board of Directors may from time to time designate conditioned for the faithful perfor-

mance of the duties of his office and the restoration to the Society at the expiration of the term of his office or in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Society. In the absence of the Treasurer or his inability to act, the Assistant Treasurer shall perform all the duties of the Treasurer. The Treasurer shall pay no bills unless they are properly certified by the officer or committee authorized by the Board of Directors to make the expenditures. The books and accounts of the Society shall be audited monthly in such manner as the Board of Directors may order.

ARTICLE X

THE SECRETARY

The Secretary shall be ex-officio Secretary of the Board of Directors. He shall record all the votes and proceedings of the meetings of the Society, and of the Board of Directors in a book or books. He shall record all the votes and proceedings of the meeting of the Society, and when authorized by the Board of Directors he shall affix such seal to any instrument requiring the same. He shall countersign all contracts and agreements signed by the President. The seal of the Society, so affixed, shall always be attested by the signature of the Secretary, or an Assistant Secretary. He shall give notice of all meetings of the Society, and of the Directors, and of all calls for assessments to be paid by the members. The Secretary shall also have such other powers and perform such other duties as pertain to his office, or as the Board of Directors may from time to time prescribe. In the absence of the Secretary or his inability to act, the Assistant Secretary shall have all the foregoing duties.

ARTICLE XI

THE COUNSEL

The Counsel shall be the legal adviser of the Society, the Board and the various committees. He shall have supervision of all matters involving legal questions, and shall appear for the Society in all actions or proceedings.

ARTICLE XII

ABSENCE OR SUSPENSION OF OFFICER

In case of the absence of the President, a Vice-President, the Secretary, Assistant Secretary, the Treasurer or Assistant Treasurer, or in case of the suspension of any such officer pending his trial on charges, the Board may delegate his powers and duties to any other officer, or to any Director for the time being.

ARTICLE XIII

ORDER OF BUSINESS, DIRECTORS' MEETINGS

The order of business at the meetings of the Board shall be as follows:

1. A quorum of nine members being present, the President shall call the Board to order.
2. The minutes of the last meeting shall be read and considered as approved, if there be no amendments.
3. Reports of officers of the Society.
4. Reports of Committees.
5. Unfinished business.
6. Miscellaneous business.
7. New business.

ARTICLE XIV

STANDING COMMITTEES

SECTION 1. FINANCE COMMITTEE. There shall be a Finance Committee which shall attend to and supervise all the fiscal operations of the Society to the extent and in the manner directed by the Board, and this or such other committee as may be appointed, shall examine all accounts of the Society at the close of each fiscal year and at such other times as may be deemed necessary, and report thereon.

SECTION 2. EXECUTIVE COMMITTEE. The Board of Directors shall appoint an Executive Committee from among the members of the Board, who shall advise with and aid the officers of the Society in all matters concerning its interest and the management of its business and clothed with such powers as may be prescribed or delegated by the Board of Directors, from time to time, included among which shall be that of supervising the activities of the Society during the intervals between meetings of the Board of Directors.

SECTION 3. MEMBERSHIP COMMITTEE. There shall be a Membership Committee which shall pass upon the applications filed with the Committee and shall verify the statements therein contained, and may require of each applicant additional proof of eligibility to membership. This committee shall consist of members of the Board of Directors.

SECTION 4. COMPLAINT COMMITTEE. Any member against whom a complaint is made before this Committee of violation or as to whom the Committee may at any time initiate an inquiry into any alleged violation of the Articles of Association, the by-laws or any resolution of the Society, or of the Board of Directors, regulating the conduct of the members, or of any conduct or proceeding inconsistent with the Articles of Association, or of misconduct, fraud, fraudulent acts or acts derogatory to the welfare of or prejudicial to the Society, shall be notified thereof, and if he desires he shall be heard in his defense, and shall be afforded an opportunity to examine all charges, papers and evidence submitted to the Committee and to make answer thereto. The Committee shall have the power to make rules respecting hearings upon such complaints, and, upon notification, to require any member to appear before the Committee and answer

all pertinent questions asked of him and furnish any and all relevant information sought by the Committee in connection with any complaint or inquiry. A member who fails or refuses so to appear before the Committee or to furnish such relevant information shall be deemed to have acted in a manner derogatory to the welfare of and prejudicial to the Society, and shall be subject to disciplinary proceedings therefor in the manner herein provided. Proceedings before the Committee shall be confidential, and shall be disclosed only as the Directors order, after the proceedings have been reported to them.

Unless the Committee finds there are no grounds for further proceedings, it shall refer the matter to an impartial Panel for hearing. For such purposes, the impartial Panel shall be selected as follows: The accused member shall, within twenty days after notice, select two members of the Society, and the Complaint Committee shall also select two members of the Society (who may or may not be members of the Committee). In the event of the accused member failing to select two members within the prescribed time, the Board of Directors shall select the two members for him. The four members so selected shall agree upon three persons who may, but need not, be members of the Society, and who shall constitute the impartial Panel. In the event the four designated members fail to agree on three members of the Panel, the American Arbitration Association shall designate the person or persons needed to complete the Panel.

The compensation of the Panel members shall be determined from time to time by the Board of Directors. In the hearing, which shall be relatively informal, before the impartial Panel so selected, the Complaint Committee must establish the offense charged and the accused member shall be entitled to a full and fair hearing, and both the accused member and the Complaint Committee shall be entitled to have counsel. If the impartial Panel, by majority vote, shall find a member guilty of the charge, the Panel may, in its discretion, censure, fine, suspend or expel such member, and the decision of the Panel shall be conclusive and final, and the Board of Directors shall take measures to carry out such decision.

SECTION 5. APPOINTMENT AND TERM OF STANDING COMMITTEES. All standing committees shall be appointed to hold office for not more than one year or until their successors are appointed. The members of the Finance Committee, Membership Committee, Complaint Committee and the two Relief Committees shall be appointed by the President with the approval of the Board of Directors and the President shall submit the names of the members of such respective committees within thirty days after he shall have assumed office.

Unless in these Articles of Association specifically otherwise provided, membership of committees shall consist exclusively of members or officers or employees of the Society, as the Board in its sole judgment may deem desirable or advisable, and of such number as the Board of Directors shall fix from time to time.

SECTION 6A. CLASSIFICATION COMMITTEES. There shall be two Classification Committees for the allotment of royalties — one for the classification of

publisher members and one for the classification of composer and author members. The Classification Committee for the publisher members shall consist of the publisher members of the Board of Directors, and the Classification Committee for the composer and author members shall consist of the composer and author members of the Board of Directors.

Each such Committee shall meet not less than once in each year for the purpose of classifying the members over which it shall have jurisdiction and to review and revise the classification of the respective members to the end that the allotment and apportionment of the royalties among the respective members shall be determined in a fair and non-discriminatory manner as hereinafter provided.

It shall be the duty of the Classification Committees to determine the status of each member of the Society with respect to the share of the royalties to which he is entitled and the distribution of royalties directed to be made by the Board of Directors. Such Committees in fixing the status of a member shall take into consideration the number, nature, character and prestige of works composed, written or published by such member, the length of time in which the works of the member have been a part of the catalogue of the Society, and popularity and vogue of such works, all to be determined in a fair and non-discriminatory manner.

Primary consideration shall be given to the performance of the compositions of members as indicated by objective surveys of performances (excluding those licensed by the member directly) periodically made by or for the Society.

Each such Committee shall set forth in writing the general basis of member classification, which shall be mailed to every member in the class thereby affected.

SECTION 6B. PROTESTS. Any member, aggrieved by the distribution of the Society's revenues to such member, or by any rule or regulation of the Society directly affecting the distribution of the Society's revenues to such member, may give notice to that effect in writing to the Secretary of the Society, stating that he proposes to protest to the Board of Review and setting forth the grounds for his complaint. The Board of Review shall entertain his complaint and give him an opportunity to appear in person, or by any other person of his own selection, including a member of the Society, if he so desires, or to present his complaint in writing or both; any one or more members of the applicable Classification Committee may likewise appear in person on such complaint.

The Board of Review shall set forth in detail its findings of fact and the grounds of its decision. Stenographic transcripts of each proceeding before the Board of Review shall, at the request of any member, be supplied by the Society to such member at cost. If the Society itself requires or makes use of the transcript, the member shall pay only the cost of making a second copy.

The decision of the Board of Review shall be deemed final unless either the member or the Classification Committee files a notice of appeal in writing with the Secretary of the Society within thirty days after receiving written notice of such decision; in such case all evidence taken before the Board of Review shall be referred to the Panel provided for in Section 6D of this Article XIV.

The Panel, after considering any such appeal, may reverse or modify the decision of the Board of Review by a vote of not less than two-thirds of the Panel and in its discretion may impose costs. If less than two-thirds of the Panel vote for reversal or modification, the decision of the Board of Review shall be affirmed. The decision of the Panel shall be conclusive and final.

On appeal to the Panel from an adverse decision of the Board of Review, the appellant may seek to have the order, rule or regulation involved properly interpreted or applied, to have errors rectified, or to void such rule or regulation on grounds of its discriminatory or arbitrary character. Any additional amounts finally determined by the Board of Review (or, in case of appeal, by the Panel) to be due a member with respect to the distribution complained of by such member and all subsequent distributions to the date of the decision shall be paid to the member promptly after the rendering of such decision.

Any complaint by a member pursuant to this Section 6B must be filed by the aggrieved member within nine months of the receipt by him of his annual statement or of the rule or regulation on which such complaint is founded and the relief which the Board may grant in terms of monetary payment shall not extend back beyond the period of time covered by such annual statement, provided, however, that if the alleged injustice is such that the aggrieved party would not reasonably be put on notice of it by his annual statement, the relief given may reach back as far as, in the opinion of the Board of Review, is required to do justice to all parties.

If any member of the Board of Review wishes to assert a grievance of the class described in this Section 6B, he shall have the right to protest to the Board of Directors which for the purposes of such protest shall act as the Board of Review.

In the event that the Board of Review or the Board of Directors, as the case may be, shall not reach a decision at the meeting at which any complaint shall be presented, a decision may be made at any subsequent meeting of such Board. All members of such Board present at the meeting at which the complaint is voted on shall be entitled to participate in the consideration and decision of such complaint.

SECTION 6C. BOARD OF REVIEW. (1) Commencing with the election in the year 1964, and in each alternate year thereafter, there shall be elected for a two-year period from the general membership a Board of Review consisting of four writer members (two authors and two composers, one of whom shall be a standard writer) and four publisher members (one of whom shall be a standard publisher). In addition, there shall be elected one alternate in each class and division (i.e., popular-production writer; standard writer; popular-production publisher; and standard publisher). Each alternate shall be given notice of all meetings of the Board of Review and shall attend such meetings in the absence of a member in the class and division to which he shall be elected as such alternate. No member of the Board of Directors nor any representative of a publisher member affiliated with any publisher member (as defined in Article IV, Section 1) having a representative on the Board of Directors, shall be eligible to serve on the Board of Review. The four writer members shall be elected by all the writers and the four publisher members shall be elected by all the publishers.

(2) Commencing with the election in the year 1964, members of the Board of Review shall be elected in the following manner:

(a) The Publishers Nominating Committee and the Writers Nominating Committee, specified in Article IV, Section 4, subdivisions (a) and (b) of these Articles, shall each not less than thirty days preceding the date upon which the Annual General Meeting is to be held in such year, select and nominate from the general membership such number of publisher- and writer-members respectively as each such Committee may in its discretion select (but in no event less than eight publisher members and eight writer members—half of whom shall be composers, and the other half authors—respectively) not less than two publishers and two writers being standard publishers and standard writers. The nominee in each class and division, who fails of election but who receives the highest number of votes of the nominees who fail of election in that class and division, shall serve as an alternate in his respective class and division.

(b) The Committee on Elections, specified in Article IV, Section 4, subdivision (e) of these Articles, shall prepare a ballot in such form as shall be approved by the Board of Directors showing the class or division of membership from which the nominee must be chosen; such ballot shall contain a suitable blank space wherein any member may write in the name of any member of the specified class or division for whom he votes instead of or in preference to the regular nominees.

(c) Ballots shall be numbered, distributed and returned in the manner prescribed in said Article IV, Section 4, subdivision (f).

(d) All votes must be cast and received not later than twenty days after the Ballot shall have been mailed by the Committee on Elections. Votes received thereafter shall not be counted.

(e) The Committee shall conduct the election, tabulate votes and determine the person elected and retain tally sheets and other data as provided in such subdivision (f) in Article IV, Section 4.

(f) The Committee, after canvassing the vote, shall by written certificate presented to the President not later than thirty days after such Ballots shall be mailed by it, certify the names of the winning candidates together with a statement showing the number of votes cast for each candidate.

(g) Publisher members only shall be entitled to vote for members of the Board of Review from this class and writer members only for members of the Board of Review from this class. All writer members, whether author or composer, shall be qualified to vote for writer members of the Board of Review.

(h) Voting rights of all members within their respective classes in elections of members of the Board of Review shall be upon the basis specified in subdivision (h) of Article IV, Section 4.

(3) Commencing with the election in the year 1963, six members of the Board of Review shall constitute a quorum and the affirmative vote of a majority of those present shall be required for a decision pursuant to Section 6B of this Article XIV. In the event of an equally divided vote, the Board of Review shall certify the complaint to the Panel and its decision shall be binding, final and conclusive.

(4) The Chairman of the Board of Review (or in case of a tie vote a member of the Board of Review representing each of the views of that body) may appear before the Panel upon any appeal from a decision of the Board of Review to the Panel.

(5) Commencing with the election in the year 1964, in case of the death, removal or resignation of a member of the Board of Review, such vacancy shall be filled by the duly elected alternate in his class and division, or in the event of failure or refusal of such alternate to serve, then by the election of a member belonging to the same class and division as the member whose place is to be filled, by a three-fourth vote of the entire Board of Review, the term of office of such newly elected member to be for the balance of the term of the replaced member.

(6) Members of the Board of Review as such shall not receive any salaries for their services except that each member in attendance at each meeting of the Board of Review within five minutes after the meeting has been called to order, shall receive the sum of \$25 as an attendance fee.

SECTION 6D. PANEL. (1) The Panel designated in Section 6B shall consist of three Arbitrators appointed as provided in the Rules of the American Arbitration Association.

(2) All proceedings before the Panel shall be conducted in New York City.

(3) The Board of Directors shall adopt such regulations or take such other action as may be necessary or proper to carry into effect the foregoing provisions in conformity with the Rules of the American Arbitration Association.

SECTION 6E. CLASSIFICATION RECORDS. Records shall be maintained by the officers, committees, boards or panel of the Society dealing with the classification of members and distribution of revenues which will adequately apprise the respective members of the determination made and actions taken by such officers, committees, boards and panel as to such members and the basis therefor.

SECTION 7. RELIEF COMMITTEES. There shall be appointed two Relief Committees, one a Publishers Relief Committee and one a Writers Relief Committee. Each Committee shall consist of three members of the Board of Directors, the Publishers Committee to consist of publisher members and the Writers Committee to consist of writer members. These Committees shall investigate the respective requests or applications for relief on behalf of a sick, infirm, needy or deserving member or his widow, infant children or indigent parent. Upon the recommendation of either such Committee the Board may ratify or direct the payment of such sum or sums as in its judgment will satisfy the immediate necessities of such person

or persons, and to make advances, from any royalties thereafter to accrue to the member, such advances to be repaid to the Society by deducting the whole or any part thereof from any subsequent distributions awarded to such member.

The Board of Directors shall annually devote a part of the proceeds derived from its operations to the purpose of giving financial aid to members of the Society, their widows, infant children or indigent parents. The giving of such assistance is optional and shall only be granted in cases of urgent necessity, and the Society does not vouchsafe to its members the right to receive assistance. Any monies paid out on account of relief must always be entered in the books of the Society with a statement of the actual purpose for which they were disbursed, and not merely under the head of "Relief."

ARTICLE XV

APPORTIONMENT OF ROYALTIES

SECTION 1. All royalties and license fees collected by the Society shall be from time to time as ordered by the Board of Directors distributed among its members, provided, however:

(a) That all expenses of operation of the Society and sums payable to foreign affiliated Societies shall be deducted therefrom and duly paid; and

(b) That the Board of Directors, by two-thirds vote of those present at any regular meeting may add to the Reserve Fund any portion not exceeding 10% of the total amount available for distribution; and

(c) That the net amount remaining after such deduction for distribution shall be apportioned as follows: one-half ($\frac{1}{2}$) thereof to be distributed among the "Music Publisher" members, and one-half ($\frac{1}{2}$) among the "Composer and Author" members respectively.

RESERVE FUND

SECTION 2. The Board of Directors, by a two-thirds vote of all those present, shall have the right to create and from time to time to add to the reserve fund, and may direct that a portion of the royalties as and when collected be placed in such reserve fund.

UNCLAIMED ROYALTIES

SECTION 3. Royalties which have been apportioned and which have not been claimed by the owners shall remain in the General Fund of the Society for a period of six years. Three months prior to the expiration of said six years, notices shall be given to the parties lawfully entitled thereto, by registered mail, requiring them to receive said royalties within three months, and after the expiration of said three months, such royalties, if not claimed, shall become the absolute property of the Society.

ARTICLE XVI

GENERAL POWERS AND DUTIES OF COMMITTEES QUORUM OF COMMITTEES

SECTION 1. A majority of each Committee shall constitute a quorum thereof.

MEETINGS OF COMMITTEES

SECTION 2. Each Committee, unless otherwise voted by the Committee, shall meet at least monthly upon a date to be fixed by the Committee, except during the months of July, August and September. The Secretary shall send notices of each meeting to the members thereof at least three days in advance of the meeting.

ABSENCE OF MEMBER OF COMMITTEE

SECTION 3. If any member of any Committee is absent from two successive meetings without an excuse presented to the Committee, his place may be declared vacant by the President.

MINUTES OF COMMITTEE

SECTION 4. The standing committees shall keep regular minutes of their transactions and cause them to be recorded in a book kept in the office of the Society for that purpose, and report the same to the Board of Directors at its regular meetings.

ARTICLE XVII

SPECIAL COMMITTEE

Whenever any twenty-five members of the Society shall certify to the Board of Directors that they desire the Society to prosecute any matter within the scope of the Society, the President shall appoint a special committee to investigate the matter and report to the Board of Directors with its opinion thereon whether it is advantageous and for the best interest of the Society to undertake the prosecution of such matter. The Board of Directors shall carefully consider such report and a two-thirds vote of all the directors shall determine whether or not such prosecution shall be undertaken.

If the Board of Directors shall refuse to authorize the prosecution of such matter or to call a meeting of the general membership for the consideration of such matter by the general membership, then and in that event, upon written demand of not less than fifteen (15%) per cent of the publisher membership or of the writer membership, as the case may be, delivered to the President for a general meeting of the membership to consider such matter, the President shall call such general meeting to consider the same.

However, not more than two such meetings in any calendar year shall be required to be called by the President.

In case any action shall be required by such general membership in connection with the matters so submitted to it, such action shall be taken in the same manner,

including the method of voting and the weighting thereof and the same number of votes shall be required as in the case of amendments, all as provided in Article XXI.

ARTICLE XVIII

GENERAL MEETINGS OF THE SOCIETY

SECTION 1. The General Annual Meeting shall be held each year during the month of March. In addition, there shall be two General Membership Meetings. One of these three General Meetings shall be held in New York, one in California and one in Tennessee. Special meetings may be called at any time by the Board of Directors.

BUSINESS TRANSACTED AT GENERAL MEETINGS

SECTION 2. No business shall be submitted to the General Annual Meeting or the General Membership Meetings, unless it has been brought to the knowledge of the Board of Directors at least eight days in advance. Such General Meetings shall, however, be entitled in any event to lay aside any such business as they may consider inopportune.

MOTION OR RESOLUTION IN WRITING

SECTION 3. Every motion or resolution which shall be made or offered at any meeting of the Society shall, at the request of the Secretary, be reduced to writing and furnished to the Secretary before the question shall be put.

ARTICLE XIX

NOTICES

Whenever notice is required to be given to any member, such notice shall not be required to be given by personal service, but such notice shall be deemed to have been given from and at the time when said notice in writing shall have been deposited in the Post Office, or in any regular United States mailing box in the City of New York, enclosed in a post-paid wrapper, addressed to the member at his last known place of residence, as the same shall appear upon the books of the Society, or if such address shall not appear upon the books of the Society, then to such address as may appear in any directory of the municipality in which he may reside or do business.

ARTICLE XX

EXPULSION AND TERMINATION OF RIGHTS OF MEMBERSHIP SUSPENSION FOR CAUSE

SECTION 1. Any member who is expelled by the Board of Directors, or who is dropped for the nonpayment of dues, fines or assessments, shall thereupon lose and forfeit any and all interest, right or claim in, to or under the Society, the property thereof, and the dues and assessments paid thereto. Upon expulsion, bankruptcy, insolvency or other severance of membership in, or connection with, the Society, all rights and interests of whatsoever character, sort or kind, to, of, in

or concerning the Society by virtue of such membership, shall instantly cease and be of no further force and effect. Expulsion shall not relieve any member from his obligations to the Society up to the date of such expulsion.

POSTHUMOUS MEMBERSHIP

SECTION 2. On the death of any member his rights in the Society, except as hereinafter provided, shall be vested in his heirs, legatees or other persons who have acquired, by will or under any law, the right, title and interest of the member in any of his musical works, including the right of public performance thereof. Such heirs, legatees or other persons shall receive a share in royalty distributions in accordance with the provisions of these Articles of Association and the applicable rules governing distribution.

In cases where the person(s) entitled to such share in royalty distributions is the deceased member's widow, widower, child, children, brother(s) or sister(s), as the case may be, such person(s) shall have the same voting power as "composer-author" members to the extent of such widow's, widower's, child's, children's, brother(s)' or sister(s)' participation in the Society's distribution of domestic royalties during the previous calendar year but shall not be eligible to office in the Society. No other successor of a deceased composer-author shall be entitled to vote or hold office in the Society.

BANKRUPTCY OF MEMBER

SECTION 3. The Board of Directors shall have the right to suspend payments of royalties to any member in case of the filing of a petition in bankruptcy by or against him, and/or the adjudication of such member a bankrupt, or the execution by such member of an assignment for the benefit of creditors, or the taking advantage by him of the insolvency laws of any State, Territory or Country, or the appointment of a receiver, trustee or liquidator of the assets and property of the member, or the voluntary or involuntary dissolution of a member.

The representative of any publisher member who shall be a member of the Board of Directors may upon the happening of any such contingencies be dropped from the Board of Directors in the sole discretion of the Board.

ASSIGNMENT OF ROYALTIES AND RIGHTS OF MEMBERS GENERALLY PROHIBITED; EXCEPTIONS

SECTION 4. The royalties, or the right to participate in the royalties, and the rights of the members in the Society, shall not be sold or otherwise disposed of by any member and shall not be the subject of sale or other disposition by voluntary action, operation of law, legal proceedings or otherwise, and no member shall sell, otherwise dispose of, hypothecate or create a lien upon any royalties accruing, or that may thereafter accrue to him, by virtue of his membership, or any of the rights, privileges, benefits, royalties or emoluments to which he may be entitled by virtue of his membership except as the Board of Directors may from time to time

provide by regulation, provided, however, that a writer member may assign all royalties, or the right to participate in all royalties, to a corporation in which the writer member owns 95% or more of the stock. If such a corporation to which the Society has made royalty payments ceases to be owned at least 95% by the writer member, except by reason of the member's death, the Society shall thereafter pay all royalties to the writer member. Nothing in this Section shall be deemed to give any corporation any right of membership except the right to receive royalty payments.

ARTICLE XXI

AMENDMENTS

(a) All proposed amendments to the Articles of Association may be brought before the general membership at the General Annual Meeting or a General Membership Meeting or before any special meeting of the general membership called by the Board of Directors for that purpose, provided that a written copy of such proposed amendment shall have been submitted to the Board of Directors at least eight days in advance of such meeting.

If, however, the Board of Directors shall disapprove of such proposed amendment, the same shall not be brought before the general membership for action unless the same shall have been or shall thereafter be requested by 15% of the publisher membership or of the writer membership, as the case may be, as provided in Article XVII hereof.

(b) Such proposed amendment shall be freely discussed at such meeting and promptly thereafter a ballot embodying such amendment shall be mailed to each and every member of the Society. The ballot shall be in such form as shall be approved by the Board of Directors. Ballots shall be consecutively numbered and shall provide a space for signature of the voting member. One ballot and one only shall be made available for the use of each active member in good standing except that lost, misplaced, mutilated or destroyed ballots may be replaced in the sole discretion of the Board of Directors or such committee as it may designate for that purpose.

One ballot shall be mailed to each such member at his last address as disclosed by the records of the Society promptly after the meeting at which the proposed amendment shall have been presented and discussed. Each such ballot shall be accompanied by a postage-prepaid envelope addressed to the Board of Directors or such officer or committee as it may designate.

Each qualified member may cast his vote by mail or by personal delivery. All votes must be thus cast and received not later than twenty days after the ballot shall have been mailed. Votes received after such twenty-day period shall not be counted.

The Board of Directors or any committee designated by it for that purpose shall appoint its choice of teller and shall make all rules for totaling, tabulating and counting the votes cast. It shall be privileged to call upon the management and staff of the Society for any required assistance.

(c) Publisher members shall vote as one group and composer-author members shall vote as one group, and the votes cast by each group shall each count for fifty (50%) per cent.

The voting rights of all members within their respective groups shall be weighted upon the same basis as in the case of election of Directors and as set forth in Article IV, Section 4, subdivision (h) thereof.

In order to effectuate the counting of each group for fifty (50%) per cent, the total votes cast in each group in favor of the amendment shall be divided by the total number of votes cast by each respective group and the fraction arrived at in the foregoing manner with respect to the composer-author member group and the fraction so arrived at with respect to the publisher-member group shall be added together. The result of such addition shall be divided by two (2).

If (i) such division shall result in a fraction representing two-thirds or more, and (ii) such total number of votes cast by each respective group shall represent not less than 33⅓% of the total number of votes of all members of such respective group if all such members had exercised their right to vote, and (iii) a majority of the votes cast by each respective group is in favor of the amendment, then such amendment shall be deemed to have been carried.

(d) The Board of Directors shall certify the result of such voting not later than thirty days after the expiration of the period within which ballots may be cast, that the amendment has carried or failed, as the case may be, and such amendment shall become effective immediately unless some other period shall have been stated in the amendment.

(e) All ballots, tally sheets and other memoranda incident to the tabulation of the votes shall be retained for three months and be available for examination by any committee of not less than five members in good standing.

ARTICLE XXII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Society shall indemnify and hold harmless each person who has served or shall hereafter serve as a director or officer of the Society from and against any and all claims and liabilities to which such person shall have or may become subject by reason of his having heretofore or hereafter been a director or officer of the Society or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own gross negligence or wilful misconduct. The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he may be lawfully entitled, nor shall anything herein contained restrict the right of the Society to indemnify or reimburse such person in any proper case even though not specifically herein

provided for. The Society, its directors, officers, employees and agents, shall be fully protected in taking any action or making any payment under this Article XXII, or in refusing so to do, in reliance upon the advice of counsel.

ARTICLE XXIII

DEFINITIONS

SECTION 1. The term "writer member" when used in these Articles of Association shall be deemed to refer to composer and author members.

SECTION 2. When the masculine pronoun "he" or "his" is used to refer to a member of the Society, such reference shall be deemed to be made to writer members of both sexes as well as to publisher members whether they be persons, co-partnerships, firms, associations or corporations.

ARTICLE XXIV

TERMINATION OF REQUIRED REPRESENTATION OF STANDARD WRITER MEMBERS AND STANDARD PUBLISHER MEMBERS

SECTION 1. If at any general election for members of the Board of Directors held in any year, the aggregate of the weighted votes to which all the standard writer members as a group shall be entitled shall amount to fifty (50%) per cent or more of the aggregate of the weighted votes to which all the writer members shall be entitled, then and thereafter the right of the standard writer members to have any specified representation in accordance with the provisions of Article IV, Section 1 relating to the Board of Directors, Article IV, Section 4 relating to the Nominating Committees and Article XIV, Section 6C relating to the Board of Review, shall forever cease and terminate.

SECTION 2. If at any general election for members of the Board of Directors held in any year, the aggregate of the weighted votes to which all the standard publisher members as a group shall be entitled shall amount to fifty (50%) per cent or more of the aggregate of the weighted votes to which all the publisher members shall be entitled, then and thereafter the right of the standard publisher members to have any specified representation in accordance with the provisions of Article IV, Section 1 relating to the Board of Directors, Article IV, Section 4 relating to the Nominating Committees and Article XIV, Section 6C relating to the Board of Review, shall forever cease and terminate.

ARTICLE XXV

RESTRICTIONS ON ACTION FOR COPYRIGHT INFRINGEMENT

(a) No member of the Society shall at any time, while a member of the Society or thereafter, institute, or threaten to institute, or maintain or continue any suit or proceeding for acts of copyright infringement relating to motion picture performance rights (1) alleged to have occurred prior to March 14, 1950, or (2) where corresponding synchronization rights have been granted prior to March 14, 1950.

(b) No member of the Society shall grant a synchronization or recording right for any musical composition to any motion picture producer unless the member or members in interest or the Society grants corresponding motion picture performance rights.



American Society of Composers, Authors & Publishers

ascap

One Lincoln Plaza, New York, New York 10023

WRH

L.A.

W



APPLICATION FOR WRITER-MEMBERSHIP

IN THE

AMERICAN SOCIETY of COMPOSERS, AUTHORS and PUBLISHERS

One Lincoln Plaza, New York, N.Y. 10023



APPLICATION FOR WRITER-MEMBERSHIP
IN THE

AMERICAN SOCIETY of COMPOSERS, AUTHORS and PUBLISHERS

One Lincoln Plaza, New York, N.Y. 10023

FULL ☐

STANDARD ☐

AUTHOR ☐

ASSOCIATE ☐

POPULAR PRODUCTION ☐

COMPOSER ☐

I hereby apply for membership as a **ASSOCIATE** in the American Society of Composers, Authors and Publishers. If elected, I agree to be bound by the Society's Articles of Association, as now in effect and as they may be amended, and I agree to execute agreements in such form and for such periods as the Board of Directors shall have approved or shall hereafter approve for all members.

The following information is submitted in support of this application:

1. Full Name: Mr. Miss

Mrs. Ms.

(First Name)

(Middle Name or Initial)

(Last Name)

2. Pseudonyms, if any (no more than four)

3. Home Address:

☐

(Street)

(City)

(State)

(Zip Code)

(Area Code & Tel. #)

Business Address (If same as above, write "same"):

☐

(Street)

(City)

(State)

(Zip Code)

(Area Code & Tel. #)

Please check to which address your mail is to be sent.

4. Date of Birth:

Place of Birth:

5. Citizen of:

6. Social Security #:

7. I am ☐, or have been ☐, a writer or publisher member or affiliate of ASCAP, BMI or SESAC, or of a foreign performing rights licensing organization (Check one of applicable)

If you have checked one of the boxes above, please state the name of the organization with which you were affiliated, relationship, and the period of your affiliation, and attach a copy of your release if applicable:

If publisher member or affiliate, please list firm name

8. I have ☐, do not have ☐, a relative (including brother, sister, husband, wife, child or any other relation) who is affiliated with an organization referred to in item 7. (Check the applicable box)

If you answered affirmatively, please give the name of any such person, relationship to you and organization with which affiliated:

9. I have ☐, have not ☐, paid a record company or publishing company to have the works which form the basis for my membership published or recorded. (Check the applicable box).

If you have answered yes to the above, please indicate which works were included and to whom payment was made:

10. The musical works of which I am composer or author are listed on the opposite page. I represent that there are no existing assignments or licenses, direct or indirect of non-dramatic performing rights in or to any of the works so listed, except with publishers of such works. If there are assignments or licenses other than with publishers, I have attached true copies. I have read the Society's Articles of Association and make this application with full knowledge of their contents.

I warrant and represent that all of the information furnished in this application is true. I acknowledge that any contract between ASCAP and me will be entered into in reliance upon the representations contained in this application, and that the contract will be subject to cancellation if the information contained in this application is not complete and accurate.

Signature

Date

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

INSTRUCTIONS FOR FILLING OUT THIS FORM

AUTHOR'S
COMPOSITION

STANDARD
PRODUCTION

The following information is requested in support of this application:

1. Full Name, Title, Address, City, State, Zip

2. Telephone

3. Please indicate if you are more than one person

4. Home Address

5. Please check to which category you wish to be assigned

6. Please check to which category you wish to be assigned

7. Please check to which category you wish to be assigned

8. Please check to which category you wish to be assigned

9. Please check to which category you wish to be assigned

10. If you have been a writer or performer under a contract with ASCAP, BMI or SESAC, or if a person performing under a contract with one of these organizations, please check the box below.

11. If you have been a writer or performer under a contract with one of these organizations, please check the box below.

12. If you have been a writer or performer under a contract with one of these organizations, please check the box below.

13. If you have been a writer or performer under a contract with one of these organizations, please check the box below.

14. If you have been a writer or performer under a contract with one of these organizations, please check the box below.

15. If you have been a writer or performer under a contract with one of these organizations, please check the box below.

16. If you have been a writer or performer under a contract with one of these organizations, please check the box below.

17. The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is not a member of any other organization claiming to represent composers, authors and publishers in the United States.

18. The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is not a member of any other organization claiming to represent composers, authors and publishers in the United States.



APPLICATION FOR WRITER-MEMBERSHIP
IN THE

AMERICAN SOCIETY of COMPOSERS, AUTHORS and PUBLISHERS

One Lincoln Plaza, New York, N.Y. 10023

FULL ☐

STANDARD ☐

AUTHOR ☐

I hereby apply for membership as a **ASSOCIATE** ☐

POPULAR PRODUCTION ☐

COMPOSER ☐

in the American Society of Composers, Authors and Publishers. If elected, I agree to be bound by the Society's Articles of Association, as now in effect and as they may be amended, and I agree to execute agreements in such form and for such periods as the Board of Directors shall have approved or shall hereafter approve for all members.

The following information is submitted in support of this application:

1. Full Name: Mr. Miss

Mrs. Ms.

(First Name)

(Middle Name or Initial)

(Last Name)

2. Pseudonyms, if any (no more than four)

3. Home Address:



(Street)

(City)

(State)

(Zip Code)

(Area Code & Tel. #)

Business Address (if same as above, write "same"):



(Street)

(City)

(State)

(Zip Code)

(Area Code & Tel. #)

Please check to which address your mail is to be sent.

4. Date of Birth:

Place of Birth:

5. Citizen of:

6. Social Security #:

7. I am ☐, or have been ☐, a writer or publisher member or affiliate of ASCAP, BMI or SESAC, or of a foreign performing rights licensing organization (Check one of applicable)

If you have checked one of the boxes above, please state the name of the organization with which you were affiliated, relationship, and the period of your affiliation, and attach a copy of your release if applicable:

If publisher member or affiliate, please list firm name

8. I have ☐, do not have ☐, a relative (including brother, sister, husband, wife, child or any other relation) who is affiliated with an organization referred to in item 7. (Check the applicable box)

If you answered affirmatively, please give the name of any such person, relationship to you and organization with which affiliated:

9. I have ☐, have not ☐, paid a record company or publishing company to have the works which form the basis for my membership published or recorded. (Check the applicable box).

If you have answered yes to the above, please indicate which works were included and to whom payment was made:

10. The musical works of which I am composer or author are listed on the opposite page. I represent that there are no existing assignments or licenses, direct or indirect of non-dramatic performing rights in or to any of the works so listed, except with publishers of such works. If there are assignments or licenses other than with publishers, I have attached true copies. I have read the Society's Articles of Association and make this application with full knowledge of their contents.

I warrant and represent that all of the information furnished in this application is true. I acknowledge that any contract between ASCAP and me will be entered into in reliance upon the representations contained in this application, and that the contract will be subject to cancellation if the information contained in this application is not complete and accurate.

Signature _____ Date _____

MEMORANDUM FOR THE DIRECTOR, FBI

DATE: 10/10/68

FROM: SAC, NEW YORK (100-100000)

SUBJECT: [REDACTED]

RE: [REDACTED]

On 10/10/68, [REDACTED] advised that [REDACTED] had been contacted by [REDACTED] who stated that [REDACTED] was currently in the New York area and was planning to travel to [REDACTED] on 10/11/68.

The following information was obtained from [REDACTED]:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On 10/10/68, [REDACTED] advised that [REDACTED] had been contacted by [REDACTED] who stated that [REDACTED] was currently in the New York area and was planning to travel to [REDACTED] on 10/11/68.

The following information was obtained from [REDACTED]:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The following information was obtained from [REDACTED]:

[REDACTED]

[REDACTED]



APPLICATION FOR WRITER-MEMBERSHIP
IN THE

AMERICAN SOCIETY of COMPOSERS, AUTHORS and PUBLISHERS

One Lincoln Plaza, New York, N.Y. 10023

FULL ☐

STANDARD ☐

AUTHOR ☐

I hereby apply for membership as a **ASSOCIATE** ☐ **POPULAR PRODUCTION** ☐ **COMPOSER** ☐
in the American Society of Composers, Authors and Publishers. If elected, I agree to be bound by the Society's Articles of Association, as now in effect and as they may be amended, and I agree to execute agreements in such form and for such periods as the Board of Directors shall have approved or shall hereafter approve for all members.

The following information is submitted in support of this application:

1. Full Name: Mr. Miss
Mrs. Ms.

(First Name)

(Middle Name or Initial)

(Last Name)

2. Pseudonyms, if any (no more than four)

3. Home Address:

☐

(Street)

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(Area Code & Tel. #)

Business Address (if same as above, write "same"):

☐

(Street)

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(Zip Code)

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Please check to which address your mail is to be sent.

4. Date of Birth: _____

Place of Birth: _____

5. Citizen of: _____

6. Social Security #: _____

7. I am ☐, or have been ☐, a writer or publisher member or affiliate of ASCAP, BMI or SESAC, or of a foreign performing rights licensing organization (Check one of applicable)

If you have checked one of the boxes above, please state the name of the organization with which you were affiliated, relationship, and the period of your affiliation, and attach a copy of your release if applicable: _____

If publisher member or affiliate, please list firm name _____

8. I have ☐, do not have ☐, a relative (including brother, sister, husband, wife, child or any other relation) who is affiliated with an organization referred to in item 7. (Check the applicable box)

If you answered affirmatively, please give the name of any such person, relationship to you and organization with which affiliated: _____

9. I have ☐, have not ☐, paid a record company or publishing company to have the works which form the basis for my membership published or recorded. (Check the applicable box).

If you have answered yes to the above, please indicate which works were included and to whom payment was made: _____

10. The musical works of which I am composer or author are listed on the opposite page. I represent that there are no existing assignments or licenses, direct or indirect of non-dramatic performing rights in or to any of the works so listed, except with publishers of such works. If there are assignments or licenses other than with publishers, I have attached true copies. I have read the Society's Articles of Association and make this application with full knowledge of their contents.

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Signature _____ Date _____

W

[illegible]

W

[illegible]

W

[illegible]

